Mail Tax St'd Curtis Bigham Map / Parcel
Owner: 4021 Meadows Rd Nashv 59-6 110-111

INSTALLMENT DEED

BOOK 4110 PAGE 476

For and in Consideration of the sum of SEVEN HUNDRED FIFTY and No/100 ($750.00) Dollars,

of which FIFTY and No/100 ($50.00) Dollars,

has been paid in cash by Curtis Bigham

the receipt of which is hereby acknowledged, and for the remainder of SEVEN HUNDRED and No/100 ($700.00) Dollars,

the said Curtis Bigham has executed his one promissory note of even date herewith, payable to the order of J. W. Richmond and Sam B. Sanders in monthly installments of $10.00 each, which includes principal and interest at the rate of 6% per annum, beginning June 1, 1959, the balance being due and payable on June 1, 1966, said payments to be applied first to the payment of interest on the unpaid principal balance from month to month, and the balance to be applied to the payment of the principal sum until the entire amount, both principal and interest, has been paid in full,

all of said notes bearing six per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, we, J. W. Richmond and Sam B. Sanders,

have this day bargained and sold, and do hereby transfer and convey unto the said Curtis Bigham, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lots Nos. 116 and 117 on Haynie's Cleveland Plan, of record in Book 161, page 35, Register's Office for said County.

Said lots adjoin and front together 87 feet on the northerly side of Adlai Street and extend back between lines, 125 feet on the easterly line and 143 feet, more or less, on the westerly line, to an alley on which lot 117 measures 18 feet, lot 116 being triangular in shape.

Being part of the property conveyed to J.W. Richmond and Sam B. Sanders, by deed from L. H. Jordan and wife, of record in Book 2798, page 65, and by deed from J. W. Richmond and wife, of record in Book 2798, page 61, Register's Office for Davidson County, Tennessee.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Curtis Bigham, his heirs and assigns forever. We covenant that we are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered., except 1959 taxes which are assumed by the grantee.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Curtis Bigham, his heirs and assigns, against the lawful claims of all persons.

And now, for the purpose of better and more effectually securing the payment of said lien notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to me in hand paid, I, the said Curtis Bigham

do hereby transfer and convey unto John B. Henry, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

I, the said Curtis Bigham

do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company or companies for at least the sum of $insurable value until the notes herein secured are fully paid, and to have the loss, if any, made payable on the policy or policies to said Trustee for the benefit of the lawful owner and holder of said notes, as his interst may appear.

We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case I fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment.

Now, if I, the said Curtis Bigham shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if I fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; or if I fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said notes, or any of said notes then past due and unpaid, all remaining unpaid notes shall become due and payable at once, without notice, and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the Court House in said county to the highest bidder for cash, at public outcry, free from the equity of redemption, homestead, dower and all other exemptions of every kind, which are hereby expressly waived; and the said Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this trust conveyance. I agree, that the Trustee may, at any time after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. I further agree that, in the event the Trustee fails, before selling said property, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the Trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

1st. To the payment of all costs, charges and expenses of executing this conveyance and enforcing said lien as herein provided; also reasonable attorney's fees for advice in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien; also the expenses of any such litigation.

2nd. To the payment of all taxes which may be unpaid on said premises.

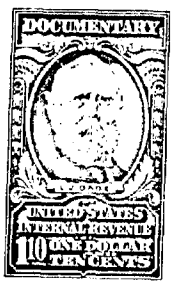
3rd. To the payment of all unpaid notes herein secured, and any and all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to Curtis Bigham representatives or assigns.

In case of the death, absence, inability or refusal to act of said Trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said lien notes, or, if more than one, then of the first-maturing unpaid note, is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to John B. Henry, Trustee, shall be vested in said successor.

Said Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said J. W. Richmond and Sam B. Sanders, and Curtis Bigham hereunto set our hands at Nashville, Tennessee, this the 25 day of April 16 19 59



J W Richmond
Sam B. Sanders
Curtis Bigham

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Estelle Hice, a Notary Public in and for said County and State, the within named J. W. Richmond and Sam B. Sanders, and Curtis Bigham

the bargainor S, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville Tennessee, this 25 day of April, 19 59

Commission Expires 12-16-61

Estelle Hice, Notary Public.

STATE OF _____
_____ County.

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the bargainor____, with whom I am personally acquainted, and who acknowledged that_____ executed the within instrument for the purposes therein contained.

Witness my hand and official seal at_____this_____ day of_____, 19____

_____, Notary Public.

Commission Expires_____

S. L. Wright Real Estate Co -
Commerce Union Bank Bldg.

BOOK 4110 PAGE 479

STATE TAX $ 113
PROBATE $ 50
TOTAL $ 163

MAR 13 1967

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

PAID MAR 13 1967

INSTALLMENT DEED

FROM
J. W. Richmond and Sam B. Sanders

TO
Curtis Bigham

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

63713

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

MAR 13 9 22 AM '67

NOTED: BOOK 116 PAGE 53
RECORDING FEE $ 2.50
DEP. REG. 3