Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
J. M. Hewitt	J. M. Hewitt	15D-1205 & 7195
(NAME:)	(NAME:)	
3119 Gallatin Road	3119 Gallatin Road	Map 72-6
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par. 137-139
Nashville, Tennessee 37216	Nashville, Tennessee 37216	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Eight Thousand ($8,000.00) and NO/100 , , ... *Dollars,*

of which One Thousand Five Hundred ($1,500.00) and NO/100 . . . . . *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Six Thousand Five Hundred ($6,500.00) and NO/100 . . . . . *Dollars,*

J. M. Hewitt and wife, Lena G. Hewitt

*ha*ve *executed*

their one joint promissory note of even date herewith, payable to the order of Joe H. Rowland, in monthly installments of $78.07 each, to be applied first to the payment of interest at 6% per annum on said sum or so much as shall from time to time remain unpaid and the balance to be applied to the payment of the principal sum, the first installment falling due on 10th day of April, 1967 and one on the 10th day of each succeeding month thereafter until the entire amount, both principal and interest, have been paid in full,

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, We, Joe H. Rowland and wife, Adina G. Rowland

have this day bargained and sold, and do hereby transfer and convey unto the said J. M. Hewitt,

his *(successors), heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being part of lot No. 2 on the corrected plan of E. J. Childers' Subdivision of the J. H. Ambrose Tract, as of record in book 332, page 134, Register's Office for said County, described as follows:
Beginning on the westerly margin of the Gallatin Road at a point 25 feet south of the southwest corner of Elvira Avenue and said Road, said point being the southeast corner of the property conveyed to Eugene Reynolds and wife, by deed from Fred W. Karow and wife, of record in book 1282, page 213, said Register's Office; thence with said Road southwardly 27-1/2 feet to the northeast corner of the property conveyed to E. J. Raggett and wife, by deed from John Raymond Preston et al, of record in book 3986, page 133, said Register's Office; thence with Raggett's northerly line westwardly 70 feet to a needle point at or near rear of the store house, formerly belonging to J. J. Preston; thence westwardly 112.7 feet to a corner of the Raggett property; thence with Raggett's easterly line northwardly 45 feet to the southerly margin of Elvira Avenue; thence with said Avenue eastwardly 107 feet, more or less, to the northwest corner of the Reynolds property; thence with Reynold's westerly line southwardly 22-1/2 feet to their southwest corner; thence with their southerly line eastwardly 87.9 feet to the beginning.
Said property was conveyed to Joe H. Rowland by two deeds from R. F. Chrisman et al, of record in book 1092, page 224, and book 1273, page 215, and from J. J. Preston and wife, of record in book 1557, page 137, said Register's Office.

Prepared by
W. S. Hofstetter, Atty.
603 Stahlman Bldg.

This is unimproved ( ) improved (X) property, known as 3119 (House Number) Gallatin Road (Street), Nashville (P. O. Address:), Tennessee 37216 (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said J. M. Hewitt, his

(successors), *heirs and assigns forever.* We *covenant that* we are *lawfully seised and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.* Except taxes for 1967 which are pro rated and assumed by Grantee.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* J. M. Hewitt, his

(successors), 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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said J. M. Hewitt and wife, Lena G. Hewitt

hereinafter referred to as trustors, hereby transfer and convey unto William S. Hofstetter, *Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors 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 the sum of $ 4,000.00 *, or at least the maximum insurable value, until the indebtedness herein secured is 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 or holder of said indebtedness as his interest may appear.*

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and

expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, 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. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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 indebtedness 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 trustors, their order, 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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 the above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 10th *day of* March, *19* 67

Joe H. Rowland

Adina G. Rowland

J. M. Hewitt

Lena G. Hewitt

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, L. L. Wright Jr., *a Notary Public in and for said County and State,* J. M. Hewitt and Lena G. Hewitt

*the within named 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* 21 *day of* March, *19* 67

L. L. WRIGHT JR. NOTARY PUBLIC DAVIDSON COUNTY

L. L. Wright Jr. *Notary Public*

Commission expires August 25 1968

STATE OF Tennessee

COUNTY OF WARREN

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Personally appeared before me, Frank O Parker, *a Notary Public in and for said County and State,* Joe H. Rowland and Adina G. Rowland

the within named bargainors, 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 McMinnville Tennessee

this 17 *day of* March, *19* 67

Commission expires October 19, 1968 Frank O. Parker *Notary Public*

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ..., *a Notary Public of the State and County aforesaid, personally appeared* ....., *with whom I am personally acquainted, and who, upon oath, acknowledged* .....*self* to be ..... *of the* ....., *the within named bargainor, a corporation, and that* .....*he* as such ....., *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporatoin by* .....*self as* .....

Witness my hand and seal, at office in ....., *this* .....*day of* ....., *19*.....

Commission expires ....*Notary Public*

MAR 22 1967
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

STATE TAX $ 1.25
PROBATE .50
TOTAL $ 1.75

MAR 22 1967
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

STATE TAX $ .25
PROBATE .50
TOTAL $ .75

INSTALLMENT DEED

FROM
Joe H. Rowland, et ux

TO
J. M. Hewitt

64926

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

MAR 22 12 25 PM '67

NOTE BOOK 116 PAGE 208

RECORDING FEE $ 2.75

DEP. REG. M

Certificate of Authority