BOOK 4131 PAGE 941

Map 93-16
Par. 217

DODSON BATSON, ATTORNEY

INSTALLMENT DEED

For and in Consideration of the sum of ----------($4,500.00)----------

Forty Five Hundred and no/100----------Dollars,

of which Three Hundred and no/100($300.00)----------Dollars,

has been paid in cash by Emanuel Crawford and wife, Dorothy Christine Crawford

the receipt of which is hereby acknowledged, and for the ~~remainder~~ remaining Forty Two

Hundred and no/100($4,200.00)----------Dollars,

the said Emanuel Crawford and wife, Dorothy Christine Crawford ha ve executed their note for that amount payable to the order of Mary F. Wray in monthly installments of Fifty and no/100($50.00) Dollars each with interest at the rate of 6% per annum. Out of each installment the interest will first be deducted and the balance applied on the principal. First payment to commence November 10,1963 and each and every month thereafter.

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, I, Mary Marable Wray

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have this day bargained and sold, and do hereby transfer and convey unto the said

Emanuel Crawford and wife, Dorothy Christine Crawford/their heirs and assigns,

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

Being the southerly part of Lot No. 278 on the Map of Maury and Claiborne's Addition to South Nashville, as of record in Book 21,pages 84 and 85, Register's Office for said County, as follows:

Said part of Lot No. 278 fronts 35 feet on the northerly side of Robertson Street and runs back between parallel lines, with the easterly side of Lewis Street, 68 feet to the southern line of part of Lot No. 278 owned by Hulda Greenberg.

Being the same property conveyed to W.T.Wray and wife, Mary Marable Wray by deed from Woodson C.Buttrey and wife, of record in Book 1132,page 371, said Register's Office. (The said W.T.Wray having since died).

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Emanuel Crawford and wife, Dorothy Christine Crawford heirs and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said Emanuel Crawford and wife, Dorothy Christine Crawford, their 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 us in hand paid, we, the said Emanuel Crawford and wife, Dorothy Christine Crawford

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

We, the said Emanuel Crawford and wife, Dorothy Christine Crawford 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 $_____ 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 we 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 we, the said Emanuel Crawford and wife, Dorothy Christine Crawford 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 we 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; we 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. We 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. We 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 Emanuel Crawford and wife, Dorothy Christine Crawford 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 Dodson Batson, 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 Mary Marable Wray and Emanuel Crawford and wife, Dorothy Christine Crawford hereunto set our hands at Nashville, Tennessee, this the 14th day of September 1963

Mary Marable Wray
Emanuel Crawford
Dorothy Christine Crawford

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Ellouise Bailey, a Notary Public in and for said County and State, the within named Mary Marable Wray and Emanuel Crawford and wife, Dorothy Christine Crawford

the 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 Nashville Tennessee, this 14th day of September, 1963

Commission Expires 1/25/66

Ellouise Bailey, Notary Public.

STATE OF _____

County.

_____, a Notary Public in and for said

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_____

STATE OF TENNESSEE
Davidson County

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____ with whom I am personally acquainted and who upon (his oath / their several oaths) acknowledged (himself / themselves) to be the _____ and _____ respectively of the _____ the within named bargainor, a corporation, and that (he / they) as such _____ and _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said _____ as such _____, and attesting the same by the said _____ as such _____

Witness my hand and official seal at office at _____ on this the _____ day of _____, 19____.

My commission expires _____

_____
Notary Public

INSTALLMENT DEED

FROM MARY MARABLE WRAY

TO EMANUEL CRAWFORD, ET UX

Nashville, Tenn. 37219

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

MAY 16 12 12 PM '67

NOTE BOOK _____ PAGE 116

RECORDING FEE $ 3.20

DEP. REG. _____

7188 3

STATE TAX $ 3.20
PROBATE .50
TOTAL $ 3.70

MAY 16 1967

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

PAID MAY 16 1967

STATE TAX $ 6.25
PROBATE .50
TOTAL $ 6.75

SEP 14 1964

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

PAID SEP 14 1964

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