Installment Deed

This instrument was prepared by
Bass, Berry & Sims, Attorneys
1000 American Trust Bldg.
Nashville, Tennessee

BOOK 4142 PAGE 162

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Charles H. Adair	Same	Map 104-12
(NAME)	(NAME)	Par 238
1482 Clairmont Place		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	22W
Nashville, Tennessee		mp
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of FIFTY-TWO THOUSAND, FIVE HUNDRED & NO/100 ($52,500.00) *Dollars,*

of which TEN THOUSAND & NO/100 ($10,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder FORTY-TWO THOUSAND, FIVE HUNDRED & NO/100 ($42,500.00) *Dollars,*

Charles H. Adair and wife, June P. Adair *have executed* their joint and several promissory note in the principal amount of $42,500.00 plus interest from date at the rate of six per cent (6%) per annum payable to the order of CONDRA DEVELOPMENT COMPANY in 240 monthly installments of principal and interest in the aggregate amount of $304.50 each with the first installment being due on the 15th day of July, 1967 and subsequent installments being due thereafter on the same date of each succeeding month. Said note is payable at the offices of Condra Development Company at 203 Louise Avenue, Nashville, Tennessee.

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, Condra Development Company, a Tennessee Corporation, acting through its duly authorized officers has ~~xxxx~~ does *this day bargained and sold, and* ~~xx~~ *hereby transfer and convey unto the said* Charles H. Adair and wife, June P. Adair, their ~~xxxxxxxx~~ *heirs and assigns,*

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

Land in Davidson County, Tennessee, being the southerly 65 feet of Lot No. 86 on the Belmont Park Company's Plan of Lots, as of record in Book 57, page 156, Register's Office for said County.

Said part of Lot No. 86 fronts 65 feet on the easterly side of 18th Avenue South, formerly Baxter Boulevard, and runs back between parallel lines, with the northerly margin of Acklen Avenue orBoulevard, 162 feet to an alley.

Being property vested in Condra Development Company, formerly Royal Oaks Apartment Company, Inc., by deed from Louise Gordon, unmarried, as of record in Book 1274, page 210 and by Charter Amendment as of record in Book 1350, page 309, said Register's Office.

STATE TAX $ 78.75
PROBATE .50
TOTAL $ 79.25

JUN 16 1967

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

PAID JUN 16 1967

STATE TAX $ 40.50
PROBATE .50
TOTAL $ 41.00

JUN 16 1967

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

PAID JUN 16 1967

unimproved ( )
This is improved (X) property, known as 1708 Acklen Avenue, Nashville
(House Number) (Street) P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Charles H. Adair and wife, June P. Adair, their

heirs and assigns forever, Grantor *covenants that* it is *lawfully seized and possessed of said real estate in fee simple,* has *a good right to convey it, and that the same is unencumbered,* except for 1967 taxes which have been prorated and assumed by Grantees.

Grantor *further covenants and binds* itself, its successors and assigns *to warrant and forever defend the title to said real estate to said* Charles H. Adair and wife, June P. Adair, 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 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 Charles H. Adair and wife, June P. Adair

hereinafter referred to as trustors, hereby transfer and convey unto E. Warner Bass, *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 $_____, 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 propert , or the lien of this instrument, or appear in any court to prove the above indebtedness, all the co

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 15th *day of* June, *19* 67.

CONDRA DEVELOPMENT COMPANY

By ..... President

ATTEST:

Vivian Whitenburg
Secretary

Charles H. Adair
Charles H. Adair

June P. Adair
June P. Adair

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Christine Tinsley, *a Notary Public in and for said County and State,* Charles H. Adair and wife, June P. Adair

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* 15th *day of* June, *19* 67.

Christine Tinsley *Notary Public*

Commission expires November 24, 1968

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STATE OF .....

COUNTY OF .....

Personally appeared before me, ..., *a Notary Public in and for said County and State,* .....

.....

the within named 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)
COUNTY OF DAVIDSON)

Before me, Frances Keeley, *a Notary Public of the State and County aforesaid, personally appeared* R. M. Condra and Vivian Whittenburg *with whom I am personally acquainted, and who, upon oath, acknowledged* themselves President and Secretary *of the* Condra Development Company *the within named bargainor, a corporation, and that* they *as such* President and Secretary *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporatoin by* themselves President and Secretary.

Witness my hand and seal, at office in Nashville, Tennessee *this* 15th *day of* June, *19* 67

Frances Keeley *Notary Public*

Commission expires 2-3-68

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Do Not Publish

INSTALLMENT DEED

FROM

CONDRA DEVELOPMENT COMPANY

TO

CHARLES H. ADAIR and wife,

JUNE P. ADAIR

75908

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

JUN 16 1 02 PM '67
NOTES BOOK 116 PAGE 607
RECORDING FEE $ 2.75
DEP. REG. ----------

Mail to
McMurray Co.
1514-2nd Ave So
Nashville.

Compliments of

