Installment Deed

BOOK 4151 PAGE 533

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mrs. Gracie Mai Pipkin	Mrs. Gracie Mai Pipkin	MAP 92-13
(NAME:) 8396 Gartner	(NAME:) 8396 Gartner	PAR. 147
(STREET ADDRESS OR ROUTE NUMBER) Detroit, Michigan 48209	(STREET ADDRESS) Detroit, Michigan 48209	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of FIVE THOUSAND, SEVEN HUNDRED AND FIFTY - - - - - - - - -$5,750.00- *Dollars,*

of which - - -No down payment - - - -

Dollars, has been paid in cash,

the receipt of which is hereby acknowledged, and for the remainder FIVE THOUSAND, SEVEN HUNDRED FIFTY - - - - - - -$5,750.00 - *Dollars,*

Gracie Mai Pipkin

has executed her promissory note of even date herewith payable as follows: ONE HUNDRED ($100.00) DOLLARS, plus 6% interest on basis of $1,750.00, on the 19th day of May, 1966, and on the 19th day of each succeeding month the sum of ONE HUNDRED ($100.00) Dollars, plus interest as stated above, for 16 months; then one payment of FIFTY ($50.00) DOLLARS, plus like interest, on the 19th day of the following month; the balance of $4,000.00, plus accrued interest of $360.00, total $4360.00, is to be paid as follows; one payment of FIFTY ($50.00) DOLLARS, principal and interest included, on the 19th day of November, 1967, and thereafter a like sum of FIFTY ($50.00) DOLLARS, principal and interest included, on the 19th day of each succeeding month 113 months, with a final payment of FORTY THREE AND 10/100 (43.10) DOLLARS due one month after payment of the last $50.00 installment as above shown,

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, Paul M. Allen and wife, Sarah M. Allen

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

Gracie Mai Pipkin, her

(successors), heirs and assigns,

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

Land in Davidson County, Tennessee, being Lot No. 11 of Block 12, on the Map of Charlotte Park Company's Second Addition, as of record in Book 57, page 160, Register's Office for said County.

Said Lot No. 11 fronts 50 feet on the southerly side of Park Avenue, formerly First Avenue, and runs back between parallel lines, 150 feet to an alley.

Being the same property conveyed to Paul M. Allen, by deed from Interstate Finance Corporation, as of record in Book 3256, page 361, said Register's Office, and as re-recorded in Book 3256, page 361, said Register's Office.

STATE TAX $ 863
PROBATE .50
TOTAL $ 913

JUL 6 1967

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

PAID JUL 6 - 1967
C7

STATE TAX $ 375
PROBATE .50
TOTAL $ 425

JUL 6 1967

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

PAID JUL 6 - 1967
C7

This instrument was prepared by T. E. Simrell, Attorney, 64 Arcade Building, Nashville, Tennessee.

This is unimproved ( ) improved (XX) property, known as 3521 (House Number) Park Avenue, (Street) Nashville P. O. Address: 37209 Tennessee (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Gracie Mai Pipkin, her ..... *(successors), 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 for 1966 taxes which are to be pro-rated date of deed.

We *further covenant and bind* ourselves, and our ..... *heirs and representatives, to warrant and forever defend the title to said real estate to said* Gracie Mai Pipkin, her ..... *(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 Gracie Mai Pipkin ..... *hereinafter referred to as trustors, hereby transfer and convey unto* T. E. Simrell, *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 19th *day of* April, *19*66

Paul M Allen

Sarah M. Allen

Gracie M. Pipkin

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Allie L Willard, *a Notary Public in and for said County and State,* Paul M. Allen and wife, Sarah M. Allen

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* 29 *day of* August, *19*66

Allie L Willard *Notary Public*

Commission expires 1/24/69

STATE OF Michigan
COUNTY OF Wayne

BOOK 4151 PAGE 536

Personally appeared before me, Fannie Payne, *a Notary Public in and for said County and State,* Gracie Mai Pipkin *the within named bargainor....., with whom I am personally acquainted, and who acknowledged that* she *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Detroit, Michigan *this* 2nd *day of* Sept, *1966*

FANNIE PAYNE
Notary Public, Wayne County, Mich.
My Commission Expires Oct. 19, 1968

Commission expires..... Fannie Payne *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*

79533

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

JUL 12 1 53 PM '67
NOTED: BOOK 116 PAGE 272
RECORDING FEE $ 6.00
DEP. REG. T.C.

INSTALLMENT DEED

FROM

Paul H. Allen and wife,

Sarah H. Allen

TO

Gracie Mai Pipkin

Compliments of

Guaranty Title Company

A Division of

Kansas City Title Insurance Company

American Trust Building

S. W. Cor. Third & Union

NASHVILLE, TENNESSEE