





This Instrument Prepared By:
Richard D. Bird, Attorney
300 James Robertson Parkway
Nashville, Tennessee 37201

INSTALLMENT DEED

Address New Owner:	Send Tax Bills To:	Map-Parcel Nos.
Donald Roy O'Guin, et ux	Donald Roy O'Guin	Map 83-9
1006 Forrest Avenue	1006 Forrest Avenue	Par. 130
Nashville, Tennessee 37206	Nashville, Tennessee 37206	

FOR AND IN CONSIDERATION of the sum of Forty-Seven Thousand Five Hundred ($47,500.00) Dollars, of which Three Thousand ($3,000.00) Dollars has been paid in cash, the receipt of which is hereby acknowledged, and the assumption by grantees as of June 1, 1967 and agreement to pay the unpaid principal balance of Twenty-Nine Thousand One Hundred Ninety-Eight and 94/100 ($29,198.94) Dollars of a promissory note in the original amount of Thirty Thousand ($30,000.00) Dollars, dated June 1, 1966, executed by Mark A. Parrish and wife, Jeanne D. Parrish, which note is fully described in and secured by a Deed of Trust of record in Book 4023, page 4023, R.O.D.C., from Mark A. Parrish and wife to Allen M. Steele, Trustee, and for the remaining purchase price in the amount of Fourteen Thousand Nine Hundred Forty-Seven and 71/100 ($14,947.71) Dollars, Donald Roy O'Guin and wife, Catherine Regenia O'Guin have executed their joint promissory note in the original amount of Fourteen Thousand Nine Hundred Forty-Seven and 71/100 ($14,947.71) Dollars, bearing interest at the rate of six percent (6%) per annum on the unpaid principal balance, and payable to the order of Mark A. Parrish and wife, Jeanne D. Parrish, in five (5) installments as follows: The sum of One Thousand ($1,000.00) Dollars plus all accrued interest on or before September 1, 1967; the sum of Three Thousand ($3,000.00) Dollars plus accrued interest on or before January 10, 1968; the remaining balance of Ten Thousand Nine Hundred Forty-Seven and 71/100 ($10,947.71) Dollars shall be paid in three (3) equal annual installments of Three Thousand Six Hundred Forty-Nine and 24/100 ($3,649.24) Dollars each with accrued interest, on or before the 10th day of January in the years 1969, 1970, and 1971, and providing for payment of attorney's fees, and costs of collection, and to secure the payment of said indebtedness, principal, interest and attorney's fees, a lien is expressly retained on the land herein conveyed:

We, Mark A. Parrish,and wife, Jeanne D. Parrish, have this day bargained and sold and do hereby transfer and convey unto the

said Donald Roy O'Guin and wife, Catherine Regenia O'Guin, their heirs and assigns, certain real estate in Davidson County, Tennessee, described as follows:

> Being Lot No. 19 on the plan of the second re-subdivision of the Bransford-McWhirter Subdivision of the Allison Place as of record in Book 332, page 20, Register's Office for said county.
>
> Said Lot No. 19 fronts 50 feet on the southerly side of Forrest Avenue and extends back between parallel lines 150 feet to an alley.
>
> Being the same property conveyed to Mark A. Parrish and wife, Jeanne D. Parrish, by deed from Life & Casualty Insurance Company of Tennessee of record in Book 4023, page 967, Register's Office for Davidson County, Tennessee.

This is improved property known as 1006 Forrest Avenue, Nashville, Tennessee 37206.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Donald Roy O'Guin and wife, Catherine Regenia O'Guin, their 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 by the deed of trust from Mark A. Parrish and wife to Allen M. Steele, Trustee, of record in Book 4023, page 970, Register's Office for said county (hereinabove referred to and assumed by grantees) and taxes for 1967 which have been prorated between the parties and assumed by grantees.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to the said Donald Roy O'Guin and wife, Catherine Regenia O'Guin, 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 hereby

acknowledged, the said Donald Roy O'Guin and wife, Catherine Regenia O'Guin, hereinafter referred to as trustors, hereby transfer and convey unto Richard D. Bird, 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 realiable fire insurance company, or companies, for the sum of Forty Five Thousand ($45,000.00) Dollars, 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 the holder of said indebtedness and the holder of the first deed of trust hereinabove referred to, as their interests may appear.

Trustors further agree to pay the indebtedness secured by the first deed of trust hereinabove referred to, all taxes and assessments on said property, 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 amount 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 first mortgage or 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 published in Davidson County, Tennessee, to sell said property at the front door of the courthouse 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 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 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 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.

IN WITNESS WHEREOF the parties to this instrument have signed their names, on this the 27 day of July, 1967.

Mark A. Parrish

Mark A. Parrish

Jeanne D. Parrish

Jeanne D. Parrish

Donald Roy O'Guin

Donald Roy O'Guin

Catherine Regenia O'Guin

Catherine Regenia O'Guin

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, Robert H. Cowan, a Notary Public in and for said county and state, Mark A. Parrish and wife, Jeanne D. Parrish, the withnamed 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 office in Nashville, Tennessee, this 27 day of July, 1967.

Notary Public

My Commission Expires: 5/24/71

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, Robert H. Cowan, a Notary Public in and for said county and state, Donald Roy O'Guin and wife, Catherine Regenia O'Guin, 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 office in Nashville, Tennessee this 27 day of July, 1967.

Notary Public

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81719

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

JUL 28 11 43 AM '67

NOTE/D BOOK 117 PAGE 21

RECORDING FEE $ 12.00
DEP. REG. FEE
TOTAL $ 12.00

STATE TAX $ 7125
PROBATE .50
TOTAL $ 7175

JUL 28 1967

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

PAID JUL 28 1967

STATE TAX $ 12.00
PROBATE .50
TOTAL $ 12.50

JUL 28 1967

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

PAID JUL 28 1967