New Owners: Rolie Cline and wife
Address: 3105 Oxford Avenue
Nashville, Tennessee

Send Tax Notices to:
Raymond E. Toney and wife
Address: 130A Robinhood Circle
Hendersonville, Tennessee

BOOK 4159 PAGE 291

Installment Deed

Map 72
Par. 138

FOR AND IN CONSIDERATION of the sum of EIGHT THOUSAND SEVEN HUNDRED FIFTY AND NO/100----------($8,750.00) ---- *Dollars,*

of which TWO THOUSAND FIVE HUNDRED AND NO/100----------

----------($2,500.00) --- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder SIX THOUSAND TWO HUNDRED AND FIFTY AND NO/100----------($6,250.00) -------- *Dollars,*

the grantees hereinafter named

have executed

their one joint promissory note of even date herewith in the original principal amount of $6,250.00, payable to the order of Raymond E. Toney and wife, Alline B. Toney, in monthly installments of $44.78 each, including principal and interest at the rate of 6% per annum, beginning September 5, 1967; the term of said note being for a period of 20 years from date thereof;

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, RAYMOND E. TONEY AND WIFE, ALLINE B. TONEY, hereinafter called the grantors,

have this day bargained and sold, and do hereby transfer and convey unto the said ROLIE CLINE AND WIFE, LILLIAN CLINE, herein called the grantees, their

(~~successors~~), *heirs and assigns,*

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

Land in Davidson County, Tennessee, being the southerly 50 feet of Lots Nos. 62 and 63, on the Plan of Kenmore Place, of record in Book 332, page 32, Register's Office for said County.

Said southerly 50 feet of Lots Nos. 62 and 63 front 50 feet on the westerly side of Oxford Avenue, (formerly Lanier Street) and run back between parallel lines, 200 feet to a dead line in the rear.

Being the same property conveyed to Raymond E. Toney and wife, Alline B. Toney, by deed from Martha Gunn Kenning, administratrix, et al., of record in Book 2741, page 65, Register's Office for Davidson County, Tennessee.

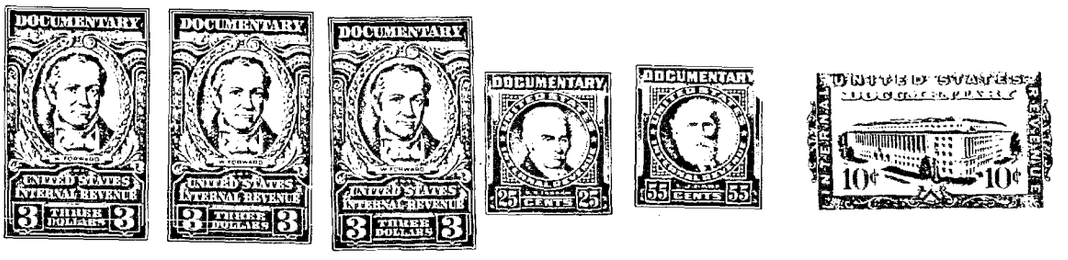
This is improved property, known as 3105 Oxford Street, Nashville, Tennessee.

Said grantees agree that, in order more fully to protect the security of this instrument , they will deposit with said grantors on the fifth day of each month, beginning with the first payment called for in the note secured hereby, one-twelfth of: the amount (as estimated by said grantors) which will be sufficient to pay taxes, special assessments and

(This instrument was prepared by _____, Attorney-at-Law, 320 Gallatin Road, Madison, Tennessee.)

James A. Lesemann

other charges on the real estate that will become due and payable during the ensuing year plus the amount necessary to purchase required insurance for one year. Grantors shall hold such monthly deposits in trust, without any allowance of interest, and shall use such fund for the payment of such items when the same are due and payable. If at any time the fund so held by grantors is insufficient to pay any such item when the same shall become due, grantors shall advise grantees of the deficiency and grantees shall, within ten days after receipt of such notice deposit with the grantors such additional funds as may be necessary to pay such items. Failure to make any deposit when due shall be a breach of this instrument. If at any time there be default in any of the provisions of this instrument, grantors may at their option apply any money in the fund on any of the obligations secured hereby and in such order and manner as they may elect. On full payment of the indebtedness any unused portion of the fund shall be paid over to the owner. On prepayment of the debt any amount in the fund shall be credited on the indebtedness. Transfer of legal title to the real estate described in this instrument shall automatically transfer to the new owner the beneficial interest in the fund.



TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto, belonging, to the said grantees, their

~~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.*

STATE TAX	$ 13 13	STATE TAX	$ 4 25
PROBATE	.50	PROBATE	.50
TOTAL	$ 13 63	TOTAL	$ 4 75

AUG 7 1967
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

AUG 7 1967
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

We, / the said grantors, ourselves, our *further covenant and bind heirs and representatives, to warrant and forever defend the title to said real estate to said* grantees, their

~~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 grantees

hereinafter referred to as trustors, hereby transfer and convey unto Harlan Dodson, Jr., *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 $6,250.00, *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.*

except as otherwise provided therein

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 2 day of August, 19 67.

Raymond E. Toney
(Raymond E. Toney)

Alline Toney
(Alline B. Toney)

Rolie Cline
(Rolie Cline)

Lillian Cline
(Lillian Cline)

STATE OF TENNESSEE
COUNTY OF Davidson

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Raymond E. Toney and wife, Alline B. Toney; and Rolie Cline and wife, Lillian Cline;

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 Nashville, Tennessee, *this* 2 *day of* August, 19 67.

Thomas Keller *Notary Public*

Commission expires 2/26/69

DAVIDSON COUNTY, TENN.

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 _____

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 corporation by* _____ *self as* _____.

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

_____ *Notary Public*

Commission expires _____

INSTALLMENT DEED

FROM
RAYMOND E. TONEY ET UX

TO
ROLIE CLINE ET UX

82956

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

AUG 7 12 12 PM '67

NOTE BOOK 117 PAGE 238

RECORDING FEE 6.50

DEP. REG. _____

Compliments of
Madison Title Company
320 Main St.
MADISON, TENNESSEE

Mail to —

Representing
Southern Title Insurance Company
4277 Lyons View Pike
KNOXVILLE, TENNESSEE