SEND TAX BILLS
TO: First Federal Savings & Loan Assn
4th & Union St
Nashville, Tenn
OWNER: Earl Harold Dunn & wife
1109 Richmond Dr
Nashville, Tenn

THIS INSTRUMENT PREPARED BY:

BOOK 4186 PAGE 600

Map 61-7
Par. 74

J. Dennis Sanders
ATTORNEY AT LAW
SUITE 101 226 WEST MAIN STREET
HENDERSONVILLE, TENNESSEE 37075
PHONE 824-3084

Installment Deed

FOR AND IN CONSIDERATION of the sum of Fifteen Thousand Nine Hundred Seven Dollars and Sixty-Four Cents ($15,907.64) *Dollars,*

of which One Thousand Dollars ($1,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder a part of Seventeen Hundred Dollars ($1700.00) *Dollars,*

to be paid by the Grantees, Earl Harold Dunn and wife, Thellie Key Dunn to Shelah D. Pirtle, Jr. and wife, Ada Lee Hinkle Pirtle, ~~have~~ *has* executed an installment promissory note for the sum of $1700.00, said note being payable in monthly installments of $25.00 per month, plus 6% interest per annum - computed on the unpaid balance, said monthly installments payments to commence November 1, 1967 and thereafter, said sum being payable on the first day of each of the following months until the note is paid in full. In addition to the above and for the remainder, the Grantees, Earl Harold Dunn and wife, Thellie Key Dunn, assume and agree to pay the present and unpaid balance of an existing indebtedness secured by a Deed of Trust of record in the Register's Office for Davidson County, Tennessee, said indebtedness and promissory note being payable to the First Federal Savings and Loan Association of Nashville, Tennessee, under their account no. 1966, the balance of the said indebtedness and promissory note being Thirteen Thousand Two Hundred Seven Dollars and Sixty-Four Cents ($13,207.64),

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, Shelah D. Pirtle, Jr. and wife, Ada Lee Hinkle Pirtle *have this day bargained and sold, and do hereby transfer and convey unto the said* Earl Harold Dunn and wife, Thellie Key Dunn their *(successors), heirs and assigns, certain real estate in* Davidson *County, Tennessee, as follows:*

Land in Davidson County, Tennessee, being Lot No. 5 on the Plan of Section One, Kings Subdivision of record in Book 1130, Page 94, Register's Office for said County.

Said Lot fronts 70 feet on the north side of Richmond Drive and runs back between parallel lines, 225 feet to a dead line. This property is improved and known as 1109 Richmond Drive, Nashville, Tennessee.

Being the same property conveyed to Shelah D. Pirtle, Jr. and wife, Ada Lee Hinkle Pirtle by deed from John C. Wiggins and wife, Joyce Ann B. Wiggins, by deed as of record in Book 113, Page 509, Register's Office of Davidson County, State of Tennessee.

This conveyance is made subject to restrictions, easements, limitations, set back lines as set out in record in Register's Office for Davidson County, Tennessee.

STATE TAX $ 23.86
PROBATE .50
TOTAL $ 2-4.36

NOV 3 1967

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

PAID NOV 3 - 1967

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto, belonging, to the said Earl Harold Dunn and wife, Thellie Key Dunn 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,* except as set out herein above.

Further, it is mutually understood and agreed that we, the Grantors, hereby convey to the Grantees, all rights, title and interest in the escrow account at First Federal Savings and Loan Association, Nashville, Tennessee, said escrow account being in account no. 1966.

We, Grantors *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Grantees *(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 J. Dennis Sanders, Attorney at Law, Suite 101-226 West Main Street, Hendersonville, Tennessee *hereinafter referred to as trustors, hereby transfer and convey unto* J. Dennis Sanders, *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 $15,000.00, *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, s[illegible]e allowed, 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 1st *day of* November, 19 67.

Shelah D. Pirtle, Jr.

Shelah D. Pirtle, Jr.

Ada Lee Hinkle Pirtle

Ada Lee Hinkle Pirtle

Earl Harold Dunn

Earl Harold Dunn

Thellie Key Dunn

Thellie Key Dunn

STATE OF TENNESSEE

COUNTY OF SUMNER

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Earl Harold Dunn and wife, Thellie Key Dunn and Shelah D. Pirtle, Jr. and wife, Ada Lee Hinkle Pirtle *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 Hendersonville *this* 1st. *day of* November, 1967.

Commission expires 8-10-71

Notary Public

NOTARY PUBLIC AT LARGE
STATE OF TENNESSEE
MY COM. EXPIRES AUG. 10, 1971

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

SHELAH D. PIRTLE, JR. and wife, ADA LEE HINKLE PIRTLE

TO

EARL HAROLD DUNN and wife, THELLIE KEY DUNN

94912

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

NOV 3 11 40 AM '87

RECEIVED FOR 117 PAGE 621
RECORDING FEE $ 6.00
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