Installment Deed

BOOK 4194 PAGE 972

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
John W. Malone	John W. Malone	Map 69-12
(NAME:)	(NAME:)	
3809 Ashland City Highway	3809 Ashland City Highway	Par: 6
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tenn. 37218	Nashville, Tenn. 37218	13D 47800
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Four thousand nine hundred fifty one and no/100 ($4,951.00) *Dollars,*

of which One and no/100 ($1.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Four thousand nine hundred fifty and no/100 ($4,950.00) *Dollars,*

we, John W. Malone and wife Florence Malone

have ~~executed~~

assumed and agreed to pay the unpaid balance of a note in the original amount of $3,333.00 payable at the rate of $37.03 per month to the Third National Bank in Nashville secured by an installment deed of record in Book 4107, Page 580, R.O.D.C., and for the remainder we have executed our one joint promissory note of even date herewith in the amount of $2,587.20 including interest and principal payable at the rate of $7.97 for 119 consecutive monthly installments beginning April 1, 1967 and then for the 120th and final installment the amount of $1,638.77 shall be due and payable on the 1st day of March 1977. Said note in the amount of $2,587.20 shall bear interest after maturity at the rate of 6% per annum and is payable to the order of B. B. Doubleday, Jr. and Josephine D. Doubleday

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, B. B. Doubleday, Jr., and wife Josephine D. Doubleday

have this day bargained and sold, and do hereby transfer and convey unto the said John W. Malone and wife Florence Malone, their *(successors), heirs and assigns,*

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

A tract of land in the 13th, formerly the 23rd, Civil District of Davidson County, Tennessee, described partly according to a survey made by Lewis D. Justice, Surveyor, October 19, 1951, as follows:

Beginning at a point on the northerly margin of the Ashland City Pike 273 feet easterly from the intersection of the northerly margin of said pike and the eastern boundary line of the property conveyed to Willie McCall and wife, by deed from Noah W. Cooper, of record in Book 634, Page 284, Register's Office for said County; thence with the northerly margin of said pike south 81° 30' east 45.5 feet to a point; thence northeastwardly 200 feet, more or less, to a point on the southern boundary line of the property conveyed to Walkup; thence with the southern boundary line of said Walkup property north 71° 10' west 45.5 feet to a point 273 feet easterly from the northeast corner of said McCall property; thence southwestwardly 210 feet, more or less, to the beginning.

Being the same property conveyed to B. B. Doubleday, Jr. and wife Josephine D. Doubleday by deed from the Third National Bank in Nashville of record in Book 4107, page 580, Register's Office for Davidson County, Tennessee.

STATE TAX $ 7.43
PROBATE .50
TOTAL $ 7.93

DEC 5 1967

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

PAID DEC 5 - 1967 MK

STATE TAX $ 2.95
PROBATE .50
TOTAL $ 3.45

DEC 5 1967

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

PAID DEC 5 - 1967 MK

Subject to twenty-five foot easement for right-of-way of a roadway and utilities reserved across the south end of premises, extending east and west from the east boundary line to the west boundary line as set out in instrument of record in Book 2068, page 517, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, known as 3809 Ashland City Highway (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 John W. Malone and wife Florence Malone, 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 above and by 1967 taxes which are 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 said* John W. Malone and wife Florence Malone *(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 John W. Malone and wife Florence Malone *hereinafter referred to as trustors, hereby transfer and convey unto* Graham B. Boyce, *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.

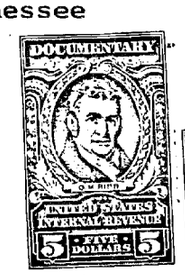
In case of the death, absence, inability, or refusal to act of said trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid 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.

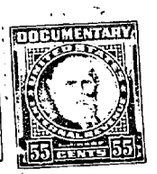
The word "Trustors" when used herein shall apply to parties both singular and plural.

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 1st *day of* March, *19* 67.

This instrument prepared by
B. B. Doubleday, Jr.
1700 Hayes Street
Nashville, Tennessee

x John W. Malone
x Florence Malone
B. B. Doubleday, Jr.
Josephine D. Doubleday





FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN
DEC 5 2 23 PM '67
NOTE BOOK 111 PAGE 210
RECORDING FEE $.50
DEP. REG.

98660

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Frances Potts *a Notary Public in and for said County and State,* John W. Malone and wife Florence Malone

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* 21 *day of* May, *19* 67

Frances Potts *Notary Public*

Commission expires May 18, 1968

NOTARY PUBLIC DAVIDSON COUNTY, TENN.