Installment Deed

This Instrument Prepared By
R. Marshall, Attorney
Nashville, Tennessee

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP, PARCEL NUMBERS
Robert Cowan, Trustee	Robert Cowan Trustee	Map 72-6
(NAME:) 3109-11-13 Gallatin Rd	(NAME:) 300 James Robertson Pkwy.	Par. 141
(STREET ADDRESS OR ROUTE NUMBER) Nashville Tenn	(STREET ADDRESS) Nashville Tenn.	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	PW

BOOK 4210 PAGE 677

FOR AND IN CONSIDERATION of the sum of Fifteen Thousand Five Hundred ($15,500.00) ---------- *Dollars,*

of which Fifteen Hundred ---- ($1500.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Fourteen Thousand - ($14,000.00) ---------- *Dollars,*

ROBERT COWAN, TRUSTEE,

ha S executed his one certain promissory note (also executed by George M. Blackburn, Jr., as a co-maker) of even date herewith in the principal amount of $14,000.00, payable to Third National Bank in Nashville. Said note being due and payable in twenty-four equal semi-annual principal installments of $583.33 each, together with accrued interest from date on the unpaid principal balance at the rate of 6% per annum, payable semi-annually, the first of said installments of principal plus said interest being due and payable on July 30, 1968, and a like installment of principal and said interest on the 30th day of each six months (January and July) thereafter until all of said principal of said note and interest has been fully paid,

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, Third National Bank in Nashville, a National Banking Corporation, having its office and place of business in Nashville, Tennessee,

have this day bargained and sold, and do hereby transfer and convey unto the said Robert Cowan, Trustee, with full power to sell, mortgage, transfer and convey without the joinder of any beneficiary, his *(successors),* ~~heirs~~ *and assigns,*

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

Land in Davidson County, Tennessee, being part of Lot No. 2 on the corrected plan of E. J. Childers' Subdivision of the J. H. Ambrose Tract, as of record in Book 332, Page 134, Register's Office for said County, described as follows:

Beginning on the westerly margin of the Gallatin Pike, at the southeast corner of the property conveyed to J. J. Preston by deed from H. A. Carrier, Trustee, of record in Book 1315, Page 155, said Register's Office, said point being 100 feet south of the southerly margin of Elvira Avenue; thence with said Pike southwardly 50 feet to the northeast corner of the property conveyed to G. L. Campbell and wife by deed from Bransford Realty Company, of record in Book 1108, Page 40, said Register's Office; thence with said Campbell's northerly line westwardly 142 1/2 feet, more or less, to the easterly line of Lot No. 4; thence with said line northwardly 45 feet to the southwest corner of said Preston Property; thence with the southerly line of same eastwardly 175 feet, more or less, to the beginning. Being part of the real property conveyed to Third National Bank, in Nashville, by L. C. Anderson and wife,*

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $_____

Subscribed and sworn to before me, this the _____ day of _____, 19____

_____
Affiant

My commission expires: _____, (Affix Seal)

_____
Notary Public

* of record in Book 4099, Page 710, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to the rights of any and all parties holding as tenants under leases, oral or written, or occupants of premises or any part thereof.

05292

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

FEB 9 12 53 PM '68
NOTED: BOOK 118 PAGE 243
RECORDING FEE $ 6.00
DEP. REG. R

STATE TAX $ 40.30
PROBATE .50
TOTAL $ 40.80

FEB 9 1968

FELIX Z. WILSON, II
COUNTY REGISTER
DAVIDSON COUNTY, TENN.

STATE TAX $ 12.00
PROBATE ~~.50~~
TOTAL $ 12.00

FEB 9 1968

FELIX Z. WILSON, II
COUNTY REGISTER
DAVIDSON COUNTY, TENN.

This is unimproved ( ) improved (X) property, known as 3109-13 Gallatin Road, Nashville, Tennessee 37216
(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 Robert Cowan, Trustee, with full power to sell, mortgage, transfer and convey without the joinder of any beneficiary, his *(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 by taxes for 1968 which have been prorated between the parties as of February 1, 1968, and are assumed by Grantee.

We *further covenant and bind* itself and its successors, ~~heirs and representatives~~, *to warrant and forever defend the title to said real estate to said* Robert Cowan, Trustee, his *(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 Robert Cowan, Trustee, *hereinafter referred to as trustors, hereby transfer and convey unto* Sam H. Hunt, *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 $ 14,000.00 *, 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 30th *day of* January, *19*68.

THIRD NATIONAL BANK IN NASHVILLE

BY: D. F. Houser, Vice-President

Robert Cowan, Trustee

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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.....Tennessee, this.....day of....., 19.....

.....*Notary Public*

Commission expires.....

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Ann Bohnenstiel, *a Notary Public in and for said County and State,* Robert Cowan, Trustee, *the within named bargainor, with whom I am personally acquainted, and who acknowledged that* he *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, Tennessee, *this* 9 *day of* ~~January~~ Feb. *19*68.

Ann Bohnenstiel *Notary Public*

Commission expires 5-5-71

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Ann Bohnenstiel, *a Notary Public of the State and County aforesaid, personally appeared* D. F. Houser, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* Vice-President *of the* Third National Bank in Nashville, a National Banking *the within named bargainor, a corporation, and that* he *as such* Vice-President, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* him *self as* Vice-President.

Witness my hand and seal, at office in Nashville, Tennessee, *this* 9 *day of* Feb. *19*68.

Ann Bohnenstiel *Notary Public*

Commission expires 5-5-71

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $15,500.00. Affiant [signature]
Subscribed and sworn to before me this 9th day of Feb 1968
Deputy Register B Rumble

INSTALLMENT DEED

FROM Third National Bank in Nashville

TO Robert Cowan, Trustee

Compliments of
GUARANTY TITLE
Office of
CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE