Map. 106-K3
Par. 203
PW

INSTALLMENT DEED

BOOK 4220 PAGE 309

FOR AND IN CONSIDERATION of the sum of Five Thousand Eight Hundred and No/100 ----------Dollars ($5,800.00), of which Four Hundred and No/100 ---------- Dollars ($ 400.00), has been paid in cash by the hereinafter named Grantees, the receipt of which by the hereinafter named Grantor, is hereby acknowledged and for the remainder Five Thousand Four Hundred and No/100 ----------Dollars ($ 5,400.00), the said hereinafter named Grantees have executed one promissory note of even date herewith payable to the order of the hereinafter named Grantor in consecutive monthly installments of $ 59.96 each, with the first installment due the 15th day of April , 19 68 ; said note bearing six per cent (6%) interest from date, and providing for payment of attorney's fees, and to secure the payment of said note, principal and interest, attorney fees, and all obligations of Grantees hereinafter provided for, a lien is expressly retained on the land herein conveyed, Jewell Realty and Investment Company, Inc. , hereinafter called Grantor, has this day bargained and sold, and does hereby transfer and convey unto Donnie E. Jenkins and wife, Wilma C. Jenkins , hereinafter called Grantees, their heirs and assigns, certain real estate described as follows:

Land in Davidson County, Tennessee, being Lot No. 10 on the Plan of Sadler Place, as of record in Book 332, Page 31, Register's Office for said County.

Said Lot No. 10 fronts 50 feet on the southerly side of Leafland Avenue and runs back between parallel lines 165 feet to an alley.

Being the same property conveyed to Jewell Realty and Investment Company, Inc. by deed from W. P. Jennette and wife, of record in Book 3823, Page 9, Register's Office, Davidson County, Tennessee.

This conveyance is subject to those restrictions and easements as are of record.

On or before December 1, 1968 the Grantees shall pay to the Grantor their prorata part of the 1968 real estate taxes and the Grantor shall then pay same; and all subsequent years Grantees shall pay the taxes direct to the proper authorities.

This is improved property known as 319 Leafland Avenue, Nashville, Tennessee, and tax bills are to be sent to the Grantees at said address.

This instrument prepared by R. Dance ;
601 Broadway, Nashville, Tenn.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantees, their heirs and assigns forever. Grantor covenants that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered, except as hereinabove set out.

Grantor further covenants and binds itself and its successors and representatives, to warrant and forever defend the title to said real estate to said Grantees, their heirs and assigns, against the lawful claims of all persons.

And now for the purpose of rendering court proceedings unnecessary for the enforcement of the lien herein retained by Grantor on the real estate hereinbefore described and to secure the prompt and faithful payment of the above described promissory note and to secure the prompt and faithful payment and performance by Grantees of their obligations as hereinafter provided and further for the consideration of $1.00 to Grantees in hand paid, the receipt of which is hereby acknowledged, the Grantees do hereby transfer and convey unto _____ Richard Dance _____, Trustee, his successors and assigns, the real estate hereinbefore described with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid only.

The Grantees do hereby agree to keep all buildings now or hereafter erected on said real estate, insured in some reliable fire insurance company or companies for at least a sum equal to the unpaid balance due on the promissory note secured hereby until said note 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 and holder of said note, as his interest may appear.

Grantees further agree to keep the improvements on said real estate in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due and before date of delinquency; and in case Grantees fail to do either, then the said Trustee, or the lawful owner and holder of said note may do any or all of these things, and the sum or sums so expended shall be due and payable immediately without notice or demand and shall become

a part of the indebtedness secured herein, and shall bear interest from the date of such payment.

Now, if the Grantees shall pay the promissory note above described when due, according to its terms, and pay the taxes, keep up repairs, and keep said buildings insured as aforesaid, then this trust conveyance shall be of no further force or effect. But if Grantees fail to pay any installment, principal or interest, on said promissory note promptly when due, or if Grantees fail to pay taxes, keep up repairs or keep said premises insured as herein provided, or if Grantees fail to reimburse the Trustee or lawful owner and holder of said note for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, within ten days from date of such payment, then this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said promissory note, the entire unpaid balance, principal and interest, due on said note shall immediately become due and payable, without notice or demand, and the said Trustee, or his successor in trust, is hereby authorized and empowered upon giving twenty (20) days' notice of the time, terms and location of said sale by three (3) publications in any newspaper, daily or weekly, published in the county wherein the real estate is situated, to sell said real estate at the courthouse door 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 Grantor and/or holder of said note may bid at any sale under this trust conveyance. Grantees agree, that the Trustee may, at any time after default in the payment of said note, enter and take possession of said real estate and shall only account for the net rents actually received by him. Grantees further agree that, in the event the Trustee fails, before selling said real estate, 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 real estate. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

STATE TAX $ 15.08
PROBATE .50
TOTAL $ 15.58

MAR 18 1968

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

STATE TAX $ 3.40
PROBATE
TOTAL $ 3.40

MAR 18 1968

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

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 or protection 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 said promissory note 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 Grantees, their representatives or assigns.

Should the Trustee herein specifically named be unable to execute the foregoing trust because of death, disability, resignation or any other cause, or should the holder of the note herein secured desire that another or different trustee act hereunder, then the holder of said note herein secured is hereby authorized and empowered to name and appoint, by an instrument in writing to be recorded in the same register's office as this instrument, a successor trustee to execute this trust and the title herein conveyed to the above specifically named trustee shall be vested in said successor.

Grantees agree to pay all cost including attorney's fee incurred by the holder of the promissory note secured hereby in recording, protecting, preserving, defending, enforcing or releasing the lien of this instrument.

Said Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, Jewell Realty and Investment Company, Inc. has caused this instrument to be executed by its duly authorized officer and Donnie E. Jenkins and wife, Wilma C. Jenkins, have hereunto set their hands, this 15th day of March, 1968.

Donnie E. Jenkins

JEWELL REALTY AND INVESTMENT COMPANY, INC.

Wilma C. Jenkins

By _____
President

STATE OF TENNESSEE

COUNTY OF DAVIDSON

BOOK 4220 PAGE 313

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared J. E. Moore, with whom I am personally acquainted, and who upon his oath acknowledged himself to be the President of Jewell Realty and Investment Company, Inc., the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said corporation, by himself as President.

Witness my hand and official seal at office in said County and State, on this the 15th day of March, 19 68.

Margaret Huffman
Notary Public

My Commission Expires: 1-29-72

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN
FEB 16 1 00 PM '68
RECORDING FEE $ 1.00
DEP. REG.

0961 19

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Mrs Christine Bunch a Notary Public, in and for said County and State, the within named Donnie E. Jenkins and wife, Wilma C. Jenkins, the bargainors, with whom I am personally acquainted, and who acknowledge that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee this 15th day of March, 19 68.

Mrs Christine Bunch
Notary Public

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

My Commission Expires: My Commission Expires May 5, 1968

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 5800.00

W. G. Burns

Subscribed and sworn to before me, this the 18th day of March, 1968.

Margaret Huffman
Notary Public

My Commission Expires: 1-29-72