BOOK 4233 PAGE 311

Tax Par. No. 11D-56840

FORM 1003

INSTALLMENT DEED — TENNESSEE TITLE COMPANY

11D mp

Map 43-11
Par 75

FOR AND IN CONSIDERATION OF the sum of $1.00
ONE AND NO/100---------- DOLLARS
paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for a part of the remainder the said grantees herein assume and agree to pay $8,424.67, being the remaining unpaid balance of a note executed by the grantors herein, payable to Walter M. Noel & Company, Inc., for the original sum of $8,950.00, with interest at 5¼% per annum, both principal and interest payable $49.49 monthly, and said debt secured by a deed of trust of record in Book 3760, page 335, Register's Office for Davidson County, Tennessee; and for the further consideration that the grantees herein have executed their one note of even date herewith, payable to the grantors herein, for the sum of $1,500.00, payable $25.00 monthly, beginning one month from date and continuing until paid in full, without interest,

The actual consideration for this transfer or value of property (whichever is greater) is $ 9,924.67 . This is equal to or greater than the property would bring at a fair and voluntary sale.

Billy Wayne Latimer

Sworn to and subscribed before me this 6th day of May, 19 68

L. L. Ruckman

My commission expires April 25, 1970

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

WE, JOHN EDWARD ANDERSON AND WIFE, NELL B. ANDERSON,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

BILLY WAYNE LATIMER AND WIFE, PATRICIA ANN LATIMER,

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 5 Archwood Acres, Section II, as of record in Book 2331, page 12, Register's Office for said County.
Said Lot No. 5 fronts 144 feet on the north side of Dupont Avenue, and extends back 210.6 feet on the west line and 330.8 feet on the east line, to a dead line on the rear on which it measures 188 feet.
Being the same property conveyed to John Edward Anderson and wife, Nell B. Anderson, by deed from Herman M. Crotzer, Sr., and wife, as of record in Book 3769, page 457, said Register's Office.

This is improved property located at 903 Dupont Avenue, Nashville, Tennessee.
Send tax statement to Noel-Palmer Mortgage Company, Stahlman Building, Nashville, Tennessee.

PREPARED BY
C. H. BRILEY, JR., ATTORNEY
320 UNION STREET
NASHVILLE, TENNESSEE 37219

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

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, their 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 notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said grantees herein do hereby transfer and convey unto L.M. Nelson Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantees do hereby 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 at least the sum of insurable value until the notes herein secured are 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 notes, as his interest may appear. We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment. Now, if we, the said grantees, shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if we fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; we fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, 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 notes, or any of said notes then past due and unpaid, all remaining unpaid notes 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 conveyance. We agree that the Trustee, may at any time, after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. We further agree 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 advise 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 notes 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 the grantees herein, their heirs, 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 lien notes, or, if more than one, then of the first-maturing unpaid note, 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 said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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, we, the said grantors and grantees, have hereunto set our hands this the 6th day of May 19 68

Billy Wayne Latimer
Billy Wayne Latimer

Patricia Ann Latimer
Patricia Ann Latimer

John Edward Anderson
John Edward Anderson

Nell B. Anderson
Nell B. Anderson

STATE TAX $ 25.74
PROBATE .50
TOTAL $ 26.24

MAY 7 1968

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

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, L. D. Richards, a Notary Public in and for said County and State, the within named Billy Wayne Latimer & wife, Patricia Ann Latimer; John Edward Anderson & wife, Nell B. Anderson the bargainor S, 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 6th day of May, 1968

Commission Expires April 25, 1970 L. D. Richards, Notary Public.

STATE OF _____
_____ County

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____, with whom I am personally acquainted and who upon { his oath / their several oaths } acknowledged { himself / themselves } to be the _____ and _____ respectively of the _____ the within named bargainor, a corporation, and that { he / they } as such _____ and _____, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said _____ as such _____ and attesting the same by the said _____ as such _____.

WITNESS my hand and official seal at office at _____ on this the _____ day of _____, 19____

My commission expires _____ Notary Public

INSTALLMENT DEED
G-20232-jmn

FROM
JOHN EDWARD ANDERSON, ET UX.

TO
BILLY WAYNE LATIMER, ET UX.

REGISTER'S OFFICE
STATE OF TENNESSEE
DAVIDSON COUNTY

Received for record this ____ day of ____ A. D. 19__ at ____ M.,
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN.
Noted in Book ____ Page ____
Recorded in Book 4233 Page 312
Recording Fee $ .70
By ____ Dept. Reg.
MAY 7 11 AM '68
RECORDING FEE
DEP. REG.

Published by
TENNESSEE TITLE COMPANY
Nashville, Tenn.
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LAWYERS TITLE INSURANCE CORPORATION
of Richmond, Virginia

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