Installment Deed BOOK 4233 PAGE 701

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Lola M. Overby, a Widow	Same	
(NAME): Ashland Ave	(NAME):	Par. 27W-23780
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tenn. 37206	(STREET ADDRESS)	Map 83-2
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	Par. 35

mo

FOR AND IN CONSIDERATION of the sum of ($10,000.00)

- - - - - - - - - Ten Thousand and No/100 - - - - - - - - - - - - - - - - - - *Dollars,*

of which ($1,683.14)

- - - - One Thousand, Six Hundred Eighty-three & 86/100 - - *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder ($8,316.86)

- - - - - Eight Thousand, Three Hundred Sixteen & 86/100 - - - - - - - - - - *Dollars,*

Lola M. Overby, a Widow,

the Grantee hereinafter named, ha**s** *executed*

one (1) Promissory Lien Note, of even date herewith, in the principal sum of $3,500.00, payable to the Order of John C. Terry and Pauline Terry, in monthly installments as follows: On the 1st day of June, 1968, the sum of $38.86, and thereafter a like amount on the 1st day of each succeeding month. Said payments to be applied first to payment of interest at the rate of 6% per annum, on the principal sum or so much as shall from time to time remain unpaid, and the remainder to be applied to the payment of the principal sum until the entire amount, both principal and interest has been paid in full. For the remainder of said Consideration in the amount of $4,816.86, the said Grantee hereby assumes and agrees to pay the unpaid balance of Deed of Trust Note in the original principal amount of $5,850.00, now reduced to $4,816.86, to secure the

*(See following page for Continuation of Consideration)

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, John C. Terry and wife, Pauline Terry,

have this day bargained and sold, and do hereby transfer and convey unto the said

Lola M. Overby, a Widow,

her *(successors), heirs and assigns,*

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

Being Lot No. 5 on the Plan of H. M. Doak's Subdivision, as of record in Book 332, Page 22, Register's Office for said County.

Said Lot No. 5 fronts 150 feet on the northerly side of Greenwood Avenue and runs back 200 feet on the westerly line and 225 feet, more or less, on the easterly line, with the westerly margin of Chapel Avanue, to an alley, and shows 54 feet on said alley.

Being the same property conveyed to John C. Terry and wife, Pauline Terry, by deed from Willie Wright Hampton, a Widow, of record in Book 1784, Page 332, said Register's Office.

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 68

_____ Affiant

My commission expires: _____

(Affix Seal) _____ Notary Public

*(Continuation of Consideration from Preceding Page)

payment of said Note to the First Federal Savings & Loan Association of Nashville, payable as therein specified. The payment of said note is secured by a Deed of Trust executed by John C. Terry and wife, Pauline Terry, to Louis R. Linx, Trustee, dated July 22, 1964, filed July 22, 1964, and recorded in Book 3793, Page 151, Register's Office for Davidson County, Tennessee.

It is hereby understood and agreed that all Escrow Funds now held by the First Federal Savings & Loan Assn. and any and all unearned insurance premiums are to be transferred to the Grantee herein named without cost for such transfer.

This is improved ( ) property, known as 1429 East Greenwood Avenue, Nashville, Tennessee 37206
(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 Lola M. Overby, a Widow, *(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 hereinabove stated and Taxes for the year 1968, a lien, but not yet due and payable. Said taxes for the year 1968 are hereby assumed by the Grantee herein named.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Lola M. Overby, a Widow, *(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 Lola M. Overby, a Widow, *hereinafter referred to as trustors, hereby transfer and convey unto* L. O. Hardaway, *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 $ 8,000.00 *, 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* May, *19* 68

X John C. Terry

X Pauline Terry

Lola M. Overby

State of Tennessee
STATE OF TENNESSEE }
COUNTY OF DAVIDSON }
County of Davidson

Personally appeared before me, Mildred H. Plummer, *a Notary Public in and for said County and State,* Lola M. Overby, a Widow,

the within named bargainor....., with whom I am personally acquainted, and who acknowledged that she has *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, Davidson County, *Tennessee, this* 7th *day of* May, *19* 68.

Mildred H. Plummer *Notary Public*

Commission expires 4-29-69

RECORDED

STATE OF FLORIDA }
COUNTY OF ..... }

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Personally appeared before me, ... *a Notary Public in and for said County and State,* John C. Terry and wife, Pauline Terry, ...

the within named bargainor s, *with whom I am personally acquainted, and who acknowledged that* they have *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Orlando, Florida, *this* 1 *day of* May, *19* 68.

Notary Public, State of Florida at Large
My Commission Expires Aug. 3, 1968
Bonded By American Fire & Casualty Co.

Notary Public

Commission expires .....

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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 .....

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $10,000.00. Affiant
Subscribed and sworn to before me this 8 day of May 1968

Deputy Register

STATE TAX $ 36.00
PROBATE .50
TOTAL $ 36.50

MAY 8 1968

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

STATE TAX $ 1.50
PROBATE
TOTAL $ 1.50

MAY 8 1968

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

RECORDING FEE $ 1.50
DEF. REG. .....

MAY 8 3 23 PM '68

FELIX Z WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

155269

Mail to Overby 130 Rt. 11 Old

INSTALLMENT DEED

FROM
John C. Terry, Et Ux

TO
Lola M. Overby, a Widow

Deed Prepared By:
David C. Rutherford, Attorney
306 Nashville Bank & Trust Bldg.
Nashville, Tenn.

Compliments of
GUARANTY TITLE
G-198582 Office of
CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE