Vacant lot

BOOK 4236 PAGE 413

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD - 4

FROM
IRVIN H. GREER ET AL

TO
ELLIS H. WEAKS ET UX

For draftsman's use
This instrument was prepared by:
John B. Henry, Attorney
925 Stahlman Building
Nashville, Tenn. 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Ellis H. Weaks et ux (NAME)	Ellis H. Weaks et ux (NAME)	MAP 11
P. O. Box 219 (STREET ADDRESS OR ROUTE NUMBER)	P. O. Box 219 (STREET ADDRESS)	PAR. 2
Madison, Tennessee (CITY) (STATE) (P. O. ZIP)	Madison Tennessee (CITY) (STATE) (ZIP)	

16754

(FOR REGISTER'S USE)

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN.

MAY 20 2 41 PM '68
RECORDING FEE $ 4.50
DEP. REG. ____
PAGE 764
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STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 3,400.00 Ellis H. Weaks
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 16th DAY OF May 1968.

Mrs Christine Bunch
Notary Public

MY COMMISSION EXPIRES: May 10, 1972

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of THREE THOUSAND FOUR HUNDRED and No/100 ($3,400.00) DOLLARS

of which $ 500.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their one promissory note of even date herewith, payable to the order of grantors in quarterly installments of $150.00 each, including principal and interest at the rate of 6% per annum, beginning August 20, 1968, with the balance being due and payable on or before May 20, 1973, said payments to be applied first to the payment of interest and the balance to be applied to the payment of the principal sum until the entire amount, both principal and interest, has been paid in full,

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, IRVIN H. GREER, SHELBY L. GREER, ALBERT S. GREER, ELLA B. COLEMAN, LINNIS GREER DORRIS and KATIE M. McNEIL, being all the heirs-at-law of Joseph E. Greer, Deceased, hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto ELLIS H. WEAKS and wife, HELEN S. WEAKS, herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: Being a tract of land in the 10th Civil District of said County, described according to a copy of a survey by John R. Alley, Surveyor, dated June, 1965, as follows:

Beginning at an iron spike set in the center of Greer Road, said point being the northeast corner of the tract of land conveyed to Henry C. Smiley and wife, by deed from Irvin H. Greer et al, of record in Book 4017, page 215, Register's Office for said County; thence with Smiley's easterly line, south 8 deg. west 1401 feet to a point; thence south 83 deg. 30 min. east 65 feet to a point; thence north 31 deg. 30 min. east 238 feet to a point; thence north 8 deg. east 1102 feet to an iron spike set in the center of Greer Road; thence with the center of Greer Road, north 72 deg. 45 min. west 188.6 feet to the point of beginning, containing 5.46 acres, more or less. Said tract is not improved.

Being part of the property conveyed to Joseph E. Greer, by deeds from J. C. C. Galbreath and wife, of record in Book 509, page 64, and W. J. Nelms and wife, of record in Book 359, page 590, both of the Register's Office for Davidson County, Tennessee, the said Joseph E. Greer having since died survived by the grantors, his only heirs-at-law.

This is unimproved (X) improved ( ) property, known as Greer Road, Davidson County, Tennessee
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

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 John B. Henry 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 10th day of May 1968.

Katie M. McNeil — Albert S. Greer
Ellis H. Weaks — Irvin H. Greer
Helen S. Weaks — Linnis Greer Dorris
Ella B. Coleman
Shelby L. Greer

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, ..., a Notary Public in and for said County and State, the within named Irvin H. Greer, Shelby L. Greer, Albert S. Greer, Linnis Greer Dorris and Ella B. Coleman, five of the 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~~ Goodlettsville, Tennessee, this 10th day of May, 1968.

Robert Ray Gallimore, Notary Public.

Commission expires February 24-1969

STATE OF MICHIGAN }
County of Genesee }

Personally appeared before me, Terry L. Hanson, a Notary Public in and for said County and State, the within named Katie M. McNeil, one of the bargainors, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Flint, Michigan this 13th day of May, 1968.

Terry L. Hanson, Notary Public

Commission Expires 8-22-71

STATE OF TENNESSEE
Davidson County

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Personally appeared before me, Mrs. Christine Bundh, a Notary Public in and for said County and State, the within named Ellis H. Weaks and wife, Helen S. Weaks 2 of the 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 16th day of May, 19 68

Commission expires May 10, 1972

Mrs Christine Bundh
Notary Public

STATE TAX $ 8.84
PROBATE .50
TOTAL $ 9.34

MAY 20 1968

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

STATE TAX $ .90
PROBATE ~~.00~~
TOTAL $ .90

MAY 20 1968

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