# Installment Deed BOOK 4238 PAGE 687

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Roy M. Burns (NAME) | Roy M. Burns (NAME) | 6DA 16073 |
| 1313 School Lane (STREET ADDRESS OR ROUTE NUMBER) | 1313 School Lane (STREET ADDRESS) | Map 119-1 |
| Nashville, Tenn. (CITY) (P. O. ZONE) (STATE) | Nashville, Tenn. (CITY) (ZONE) (STATE) | Par. 164 PW |

*FOR AND IN CONSIDERATION of the sum of* - - - FOUR THOUSAND TWO HUNDRED FIFTY & NO/100 ($4,250.00) - - - - - - - - - - - - - - - - - - - - - - *Dollars,*

*of which* - - - FIVE HUNDRED & NO/100 ($500.00) - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - *Dollars, has been paid in cash,*

*the receipt of which is hereby acknowledged, and for the remainder* - - - THREE THOUSAND SEVEN HUNDRED FIFTY & NO/100 ($3,750.00) - - - - - - - - - - - - - - - - *Dollars,*

Roy M. Burns and wife, Katherine H. Burns, have *executed* their Installment Deed Note of even date herewith to William Dudley McMurray, Mary Helen McMurray Freeman, and Marion S. McMurray, in the amount of THREE THOUSAND SEVEN HUNDRED FIFTY & NO/100 ($3,750.00) DOLLARS with interest at the rate of six per cent (6%) per annum, both principal and interest payable in monthly installments of FORTY-ONE & 64/100 ($41.64) DOLLARS each, the first of which is due and payable on the 25th day of June, 1968, and a like installment on the 25th day of each and every month thereafter, with the last installment being due and payable on the 25th day of May, 1978,

*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,* William Dudley McMurray, Mary Helen McMurray Freeman, and Marion S. McMurray

*have this day bargained and sold, and do hereby transfer and convey unto the said* Roy M. Burns

his *(successors), heirs and assigns,*

*certain real estate in Davidson County, Tennessee, as follows:* Being Lot No. 204 and the southerly half of Lot No. 205 on the Map of Overhill City and W. H. Fox's Subdivision of certain blocks in Cumberland Nurseries, as of record in Book 332, Page 21, Register's Office for Davidson County, Tennessee.

Said Lot No. 204 and part of Lot No. 205 front together 75 feet on the easterly side of Dortch Avenue, and run back between parallel lines 150 feet to an alley.

Said property was devised to Morton McMurray, Jr., William Dudley McMurray, and Mary Helen McMurray Freeman, by Will of Willie B. McMurray, deceased, of record in Will Book 80, Page 353, County Court for Davidson County, Tennessee. Morton McMurray, Jr., deceased, devised his entire interest in said property to his wife, Marion S. McMurray, by Will of record in Book 86, Page 447, County Court for Davidson County, Tennessee.

I hereby certify that the actual consideration for this transfer is $4,250.00, which, in my opinion, is the full amount said property would command at a fair and voluntary sale.

William Dudley McMurray (~~( )~~ Grantee / (X) Grantee's Agent)

Sworn to and subscribed before me this 25th day of May, 1968.

Christine Tinsley
Notary Public Comm. exp. November 24, 1968

This instrument prepared by
E. M. Haywood, Atty.
301 7th Ave. N., Nashville, Tenn.

With each monthly installment the Trustors agree to pay 1/12 of the estimated annual taxes, assessments and insurance premiums. If the total deposits exceed the amount required to pay said items the excess is to be applied on future installments of said items. If the total deposits be insufficient, the deficiency shall be paid immediately upon notice from said Trustee.

unimproved ( ) This is improved (X) property, known as 2206 Dortch Avenue, Nashville, Tennessee
(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* Roy M. Burns 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 for taxes for 1968 and easements and restrictions of record.

Taxes for 1968 have been prorated and are hereby assumed by the Grantee.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Roy M. Burns, 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* Roy M. Burns and wife, Katherine H. Burns *hereinafter referred to as trustors, hereby transfer and convey unto* E. M. Haywood, *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 $* 3,750.00 *, 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* 25 *day of* May, *19* 68.

Roy M. Burns
Roy M. Burns

Katherine H. Burns
Katherine H. Burns

William Dudley McMurray
William Dudley McMurray

Mary Helen McMurray Freeman
Mary Helen McMurray Freeman

Marion S. McMurray
Marion S. McMurray

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

*Personally appeared before me,* the undersigned, *a Notary Public in and for said County and State,* William Dudley McMurray, Marion S. McMurray, Roy M. Burns and wife, Katherine H. Burns

*the within named 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* 25 *day of* May, *19* 68.

Christine Tinsley
*Notary Public*

*Commission expires* November 24, 1968

STATE OF California
COUNTY OF San Bernardino

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*Personally appeared before me,* the undersigned, *a Notary Public in and for said County and State,* Mary Helen McMurray Freeman

*the within named bargainor, 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* Redlands, California, *this* 15th *day of* May, *19* 68

Lynn VanHook, Notary Public

*Commission expires* My Commission Expires September 29, 1971

Notary Public

OFFICIAL SEAL
LYNN VAN HOOK
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
SAN BERNARDINO

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*.....

17781

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

STATE TAX $ 10.92
PROBATE .50
TOTAL $ 11.42

MAY 28 1968

MAY 28 1968

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RECORDING FEE $ 6.00
DEP. REG. B

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

STATE TAX $ 1.20
PROBATE .50
TOTAL $ 1.70

MAY 28 1968

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

**INSTALLMENT DEED**

FROM
William Dudley McMurray, Mary Helen McMurray Freeman, and Marion S. McMurray

TO
Roy M. Burns

Mail to:
McMurray Co
1106 Baker Bldg
Nashville, Tenn.

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