Installment Deed

This instrument was prepared by
GRISSIM AND SHORT, Attorneys
Court Square Building
Nashville, Tennessee

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP, PARCEL NUMBERS
FRED VIEHMANN ET UX	SAME	Map. 131-7
(NAME:) 4509 SHY'S HILL ROAD	BOOK 4241 PAGE 267	Par. 43
(STREET ADDRESS OR ROUTE NUMBER) NASHVILLE, TENNESSEE	(STREET ADDRESS)	Map. 131-6 Par. 52 pw
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED THOUSAND AND NO/100------
($100,000.00) ----------Dollars,
of which FORTY THOUSAND AND NO/100----------
($40,000.00)----------Dollars, has been paid in cash,
the receipt of which is hereby acknowledged, and for the remainder OF SIXTY THOUSAND AND NO/100
($60,000.00)----------Dollars,
FRED VIEHMANN AND WIFE, BETTY VIEHMANN
----------ha VE executed
AN INSTALLMENT DEED NOTE IN THE PRINCIPAL AMOUNT OF SIXTY THOUSAND AND NO/100 ($60,000.00) PAYABLE TO THE ORDER OF BURTON P. GRANT AND WIFE, GLORIA N. GRANT. SAID NOTE BEARS INTEREST AT THE RATE OF 6% PER ANNUM AND IS PAYABLE IN 300 MONTHLY INSTALLMENTS OF $386.59 EACH, THE FIRST PAYMENT DUE AND PAYABLE JULY 6, 1968 AND A LIKE PAYMENT ON THE SIXTH DAY OF EACH CONSECUTIVE MONTH THEREAFTER FOR 299 ADDITIONAL MONTHS.

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, BURTON PAYNE GRANT AND WIFE GLORIA NAPIER GRANT
have this day bargained and sold, and do hereby transfer and convey unto the said FRED VIEHMANN AND WIFE, BETTY VIEHMANN
THEIR (successors), heirs and assigns,
certain real estate in Davidson County, Tennessee, as follows:

TWO TRACTS OF LAND IN DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS:

TRACT No. 1: BEING LOT No. 4 ON THE PLAN OF SEVEN HILLS, SECTION 5, OF RECORD IN BOOK 2854, PAGE 108, REGISTER'S OFFICE FOR SAID COUNTY. SAID LOT No. 4 FRONTS 151.5 FEET ON THE WESTERLY SIDE OF SHYS HILL ROAD AND RUNS BACK 282 FEET ON THE NORTHERLY LINE AND 303.3 FEET ON THE SOUTHERLY LINE TO A DEAD LINE IN THE REAR ON WHICH IT MEASURES 159.0 FEET. BEING THE SAME PROPERTY CONVEYED TO BURTON PAINE GRANT AND WIFE, GLORIA NAPIER GRANT BY DEED FROM LILLIE ARMSTRONG BURTON OF RECORD IN BOOK 3375, PAGE 49, REGISTER'S OFFICE FOR SAID COUNTY.

TRACT No. 2: A TRACT OF LAND IN THE 16TH CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, DESCRIBED ACCORDING TO A SURVEY BY TURNER ENGINEERING COMPANY, DATED JUNE 21, 1962, AS FOLLOWS:
BEGINNING AT AN IRON PIN, THE COMMON REAR CORNER OF LOTS 3 AND 4 ON THE PLAN OF SEVEN HILLS, SECTION 5, AS OF RECORD IN BOOK 2854, PAGE 108, REGISTER'S OFFICE FOR SAID COUNTY, AND RUNNING AS FOLLOWS:

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS
$100,000.00
Affiant
SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 6 DAY OF JUNE 1968
MY COMMISSION EXPIRES: 9-14-71 (AFFIX SEAL) Virginia Phillips Notary Public

SOUTH 8 DEG. 12' WEST A DISTANCE OF 159.0 FEET WITH THE REAR OF LOT 4 OF SAID PLAN TO AN IRON PIN, THE COMMON REAR C ORNER OF LOTS 4 AND 5 OF SAID PLAN; THENCE NORTH 58 DEG. 13' WEST A DISTANCE OF 311.07 FEET TO AN IRON PIN IN THE CENTER LINE OF PROPOSED BURTONWOOD DRIVE, SAID DRIVE HAVING A PROPOSED RIGHT-OF-WAY OF 50 FEET; THENCE WITH THE CENTER LINE OF SAID PROPOSED BURTONWOOD DRIVE, NORTH 31 DEG. 47' EAST DISTANCE OF 145.72 FEET TO AN IRON PIN; THENCE LEAVING SAID CENTER LINE, SOUTH 58 DEG. 13' EAST A DISTANCE OF 247.46 FEET WITH THE SOUTHERLY MARGIN OF TRACT NO. 1 OF THE DAVID LIPSCOMB COLLEGE PROPERTY TO AN IRON PIN AND THE POINT OF BEGINNING.

BEING PART OF THE PROPERTY CONVEYED TO BURTON PAINE GRANT AND WIFE, GLORIA NAPIER GRANT, BY DEED FROM J. M. GRISSIM, TRUSTEE, OF RECORD IN BOOK 4010, PAGE 840, REGISTER'S OFFICE FOR SAID COUNTY.

100738

IDENTIF. REFERENCE

JUN 7 11 15 AM '68

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

JUN-7	CONV	90,000.00		
JUN-7	CONV	10,000.00		
JUN-7	STAX		A*	260.00
JUN-7	MORTG	60,000.00		
JUN-7	STAX		A*	58.00
JUN-7	PREFEE		A*	.50
JUN-7	MFEE		A*	.50 * 323.00

This is unimproved ( ) improved (X) property, known as 4509 SHY'S HILL ROAD, NASHVILLE, TENN.
(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 FRED VIEHMANN AND WIFE, BETTY VIEHMANN THEIR (EXXXXX), 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 RESTRICTIVE COVENANTS AND EASEMENTS OF RECORD AND 1968 TAXES WHICH ARE PRO-RATED AND ASSUMED BY GRANTEES.

WE further covenant and bind OURSELVES, OUR heirs and representatives, to warrant and forever defend the title to said real estate to said FRED VIEHMANN AND WIFE, BETTY VIEHMANN THEIR (XXXXXX), 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 FRED VIEHMANN AND WIFE, BETTY VIEHMANN hereinafter referred to as trustors, hereby transfer and convey unto J. M. GRISSIM, 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 $ 60,000.00, 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 6 *day of* JUNE, *19*68.

Burton Payne Grant

Gloria Napier Grant

Fred Viehmann

Betty Viehmann

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Virginia Phillips, *a Notary Public in and for said County and State,* BURTON PAYNE GRANT AND WIFE, GLORIA NAPIER GRANT, FRED VIEHMANN AND WIFE, BETTY VIEHMANN *the within named 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, *Tennessee, this* 6 *day of* JUNE, *19*68.

VIRGINIA PHILLIPS NOTARY PUBLIC DAVIDSON COUNTY

Virginia Phillips *Notary Public*

Commission expires 9-14-71