Installment Deed

BOOK 4280 PAGE 152

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Edna B. Ferrell	Edna B. Ferrell	Map 126
(NAME:)	(NAME:)	
2672 Manistique	2672 Manistique Apt. 9	Par 19
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	M.O
Detroit, Michigan	Detroit, Michigan 48215	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Three Thousand Five Hundred ($3,500.00) and no/100 - - - - - - - - - - *Dollars, of which* Three Hundred ($300.00) and no/100 - - - - - - - - - - - - *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Three Thousand Two Hundred ($3,200.00) and no/100 - - - - - - - - *Dollars,* Edna B. Ferrell *has executed*

her promissory note bearing even date herewith for $3,200.00 payable in 60 monthly installments of $60.39 each, which includes both principal and interest at the rate of 5% per annum, the first installment falling due one month from date and the others on the same day of each month thereafter until said note is paid in full and payable to the order of Milton Gene Keathley and wife Mary Virginia Keathley.

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, Milton Gene Keathley and wife Mary Virginia Keathley *have this day bargained and sold, and do hereby transfer and convey unto the said* Edna b. Ferrell her *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in the 9th Civil District of said County and State described according to a survey made by Hickerson and Miller, Engineers and Surveyors, August 2nd, 1957 as follows:

Beginning at a point on the westerly margin of Old Charlotte Road, at the southeast corner of the property conveyed to Richard V. Young and wife, by deed from Houston T. Ezell, etal, as of record in book 2699, page 230, Register's Office for said County; thence with Young's southerly line north 88° west 625 feet to a point; thence south 2° west 26.5 feet to a point; thence north 84° 51' east 34.6 feet to a point, thence south 8° 49' west 127.9 feet to a point; thence south 88° east 610.8 feet to the westerly margin of said Road; thence with the westerly margin of said Road north 2° east 150 feet to the beginning.

Being the same property conveyed to Milton Gene Keathley and wife Mary Virginia Keathley, by deed from Houston T. Ezell, etal of record in book 3222, page 274, said Register's Office.

This conveyance is made subject to restrictive covenants of record in book 3222, page 274, said Register's Office.

This instrument was prepared by James R. Wyatt, 100 39th. Ave. No. Nashville, Tenn.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $ 3,500.00

Subscribed and sworn to before me, this the 14th day of August 1968

Affiant

My commission expires: Jan-21-1971 (Affix Seal)

Notary Public

This is unimproved (X) improved ( ) property, known as Old Charlotte Road (House Number) (Street) Nashville, Tenn. 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 Edna B. Ferrell her *(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.* Taxes for the year 1968 are prorated and assumed by grantee. We *further covenant and bind* ourselves our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Edna B. Ferrell her *(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 Edna B. Ferrell *hereinafter referred to as trustors, hereby transfer and convey unto* William O. Lee *, 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 $ ..., 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 lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property d which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said perty in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter 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 pear in any court to prove the above indebtedness, all the costs and expenses of such appearance or proceedings, together with a reasonable attorney's , 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 y 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 ll 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 ured, 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 indebted- s, 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 ured, 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 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 st conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said indebtedness then just due and unpaid, remaining unpaid indebtedness, and installments thereof, shall become due and payable at once, without notice, and the said trustee, or his successor trust, is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in vidson 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, e from the equity of redemption, homestead, dower and all other exemptions of every kind, which are hereby expressly waived; and the said trustee, 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 nveyance. 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 ly 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 cided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the trustee 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 orney'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, 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 thorized.

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 quired, 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 paid 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 d appoint a successor to execute this trust by an instrument in writing to be recorded in the Registers Office for Davidson County, Tennessee, and the le 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.

Witness our hand S this 7TH day of August 19 68 the rporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

Edna B. Ferrell — Milton Gene Keathley

Mary Virginia Keathley

AUG 15 68 CONV *3,500.00

AUG 15 68 MORT'G *3,200.00

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

AUG 15 68 S'TAX A* 9.10

AUG 15 68 S'TAX A* 1.20

AUG 15 68 TRUSTEE H. B. Duncan A* .50

AUG 15 68 DEED A* 3.00 13.00

Personally appeared before me, H. B. Duncan, a Notary Public in and or said County and State, Milton Gene Keathley and wife Mary Virginia Keathley

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 7TH day of August, 19 68

H. B. Duncan Notary Public

Commission expires Jan 21-1971

Michigan

STATE OF ~~TENNESSEE~~ }
COUNTY OF ~~DAVIDSON~~ }
Wayne

Before me, ..., a Notary Public of the State and County aforesaid, personally appeared Edna B. Ferrell the within named bargainor with whom I am personally acquainted, and who ~~xxx xxx~~ acknowledged ~~xxxxxx~~ self to be ~~xxxxxx~~ the within named bargainor, ~~xxxxxxxx~~, and that ~~she xxxxx~~ ~~being authorized so to do~~ executed the foregoing instrument for the purpose therein contained, ~~by signing the name of the xxxxxxxx by xxxxxx self as xxx~~.

Witness my hand and seal, at ~~office~~ Detroit, Michigan this 1 day of August, 19 68

BRUCE H. LYONS
Notary Public Oakland County, Mich.
Acting in Wayne County, Mich.
My Commission Expires August 11, 1969

Commission expires .....

Bruce H. Lyons Notary Public

INSTALLMENT DEED

FROM Milton Gene Keathley, etux

TO Edna B. Ferrell

A 09272

IDENTIF. REFERENCE

AUG 15 11 33 AM '68

FELIX M. WILSON TR. REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

GUARANTY TITLE

Office of

CHICAGO TITLE INSURANCE COMPANY

American Trust Building

S. W. Cor. Third & Union

NASHVILLE, TENNESSEE