New Owner:
M.L. Randall
1235 Stahlman Bldg
Nashville Tenn.

Tax Bill
Same

BOOK 4262 PAGE 418

Map 71-15
Par 158
wsp

INSTALLMENT DEED

For and in Consideration of the sum of Seventy One Hundred Eight ($7,108.00) Dollars,

of which none Dollars,

has been paid in cash by M. L. Randall and wife, Shirley L. Randall

the receipt of which is hereby acknowledged, and for the remainder of ($7,108.00) Seven Thousand One Hundred Eight Dollars,

the said M. L. Randall and wife, Shirley L. Randall have executed and delivered their single promissory lien note in said amount payable to the order of Thomas Irwin at the rate of $73.61 per month beginning October 1, 1968. Out of each installment interest at the rate of 6% per annum will first be deducted and the remainder applied to principal.

Privilege is reserved of paying any number of installments on any paying date or said note may be paid in full on any paying date without penalty.

all of said notes bearing six per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, Thomas Irwin, an unmarried man,

have this day bargained and sold, and do hereby transfer and convey unto the said M. L. Randall and wife, Shirley L. Randall, their heirs and assigns,

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

Being Lots Nos. 285 and 286 on the Map of Highland Land Company's Subdivision of record in Book 421, page 14, Register's Office for Davidson County, Tennessee.

Said lots adjoin and front together 50 feet on the westerly side of Pennock Avenue and runs back between parallel lines 175 feet to an alley.

Being the same property conveyed to Thomas Irwin by deed from R. E. Worrall, County Court Clerk, dated August 19, 1968 and recorded in Book _____, page _____, Register's Office for said County.

This deed was prepared by Charles F. Brown, Attorney, 1119 Stahlman Building, Nashville, Tennessee.

I hereby swear that the actual consideration for this transfer or value of the property transferred, is $7,108.00 which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Thomas Irwin

Sworn to and subscribed before me,
this 20th day of August, 1968
Edna L. Woods NOTARY PUBLIC
My commission expires: 4-26-1970

Taxes for 1968 have been prorated and are assumed by purchasers.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said M. L. Randall and wife, Shirley L. Randall, their heirs and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said M. L. Randall & wife, Shirley L. Randall, 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 M. L. Randall & wife, Shirley L. Randall

do hereby transfer and convey unto Charles E. Brown, 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 M. L. Randall & wife, Shirley L. Randall

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 $ 6,000.00 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 interst 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 M. L. Randall & wife, Shirley L. Randall 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; if 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 trust 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 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 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 M. L. Randall & wife, Shirley L. Randall 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 Charles F. Brown, Trustee, shall be vested in said successor.

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 Thomas Irwin and M. L. Randall & wife, Shirley L. Randall hereunto set our hands at Nashville, Tennessee, this the 20th day of Aug. 1968

M. L. Randall

Shirley L. Randall

Thomas Irwin

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Edith L. Dempsey, Notary Public in and for said County and State, the within named M. L. Randall and Shirley L. Randall

the bargainor__, 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 20th day of August, 1968

Commission Expires May 6, 1972

Edith L. Dempsey, Notary Public.

STATE OF Tennessee
Davidson County.

Personally appeared before me, Edna S. Woods, a Notary Public in and for said County and State, the within named Thomas Irwin

the bargainor__, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville this 20th day of August, 1968

Commission Expires 4-26-1970

Edna S. Woods, Notary Public.

STATE OF TENNESSEE
Davidson County

BOOK 1282 PAGE 421

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____ with whom I am personally acquainted and who upon (his oath / their several oaths) acknowledged (himself / themselves) to be the _____ and _____ respectively of the _____ the within named bargainor, a corporation, and that (he / they) as such _____ and _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said _____ as such _____, and attesting the same by the said _____ as such _____

Witness my hand and official seal at office at _____ on this the _____ day of _____, 19____

My commission expires _____

_____
Notary Public

INSTALLMENT DEED

FROM
Thomas Irwin

TO
M. L. Randall, et ux

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

A 10222

IDENTIF. REFERENCE

AUG 22 11 05 AM '68

FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TENN.

AUG 22 68	CONV	*7,108.00			
AUG 22 68	S'TAX		A*	18.46	
AUG 22 68	MORT'G	*7,108.00			
AUG 22 68	S'TAX		A*	5.10	
AUG 22 68	PR'FEE		A*	.50	
AUG 22 68	M'DEED		A*	6.00	* 30.06

File Cumberland Realty