Tax Par. No. W23-4920

Map 83-14
Pa 124

INSTALLMENT DEED — TENNESSEE TITLE COMPANY

FORM 1008

BOOK 4264 PAGE 604

RS

FOR AND IN CONSIDERATION OF the sum of $8,000.00

EIGHT THOUSAND AND NO/100---------- DOLLARS

of which $ 1,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees herein have executed their one note of even date herewith, payable to the grantor herein, for the sum of $7,000.00, with interest at 6½% per annum, both principal and interest payable $79.49 monthly, beginning one month from date hereof; said payment to be applied first to payment of interest on the principal amount or so much thereof as shall from time to time remain unpaid, and the balance to be applied to payment of principal, until the entire amount is paid in full,

The actual consideration for this transfer or value of property (whichever is greater) is $8,000.00. This is equal to or greater than the property would bring at a fair and voluntary sale.

John M. Brogdon
John M. Brogdon

Sworn to and subscribed before me this 26th day of August, 1968.

L. S. Pucknell

My commission expires April 25, 1970.

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,

I, CHRISTA PAYNE POWELL

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

JOHN M. BROGDON AND WIFE, HAZEL BROGDON,

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 69 on the Plan showing the Lindsley Subdivision of the Chadwell Tract, as of record in Plan Book 2, page 24, Chancery Court at Nashville.
Said Lot No. 69 fronts 50 feet on the northerly side of Fatherland, formerly Van Sinderin Street, and runs back between parallel lines, 160 feet to an alley.
Being the same property conveyed to E.R. Powell and wife, Christa Payne Powell, by deed from United Realty Company, as of record in Book 1006, page 322, said Register's Office, and the said E.R. Powell having since died.

This is improved property located at 1607 Fatherland Street, Nashville, Tennessee. Send tax statement to John M. Brogdon 1607 Fatherland Street, Nashville, Tennessee.

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 L.M. Nelson 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 possesion 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:

PREPARED BY
C. H. BRILEY, JR., ATTORNEY
320 UNION STREET
NASHVILLE, TENNESSEE 37219

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 20th day of August 19 68.

Christa Payne Powell — John M. Brogdon

Christa Payne Powell — John M. Brogdon

Mrs. Hazel Brogdon

Hazel Brogdon

AUG29 68	CONV	*8,000.00			
AUG29 68	MORT'G	*7,000.00			
AUG29 68	S'TAX		A*	20.80	
AUG29 68	S'TAX		A*	5.00	
AUG29 68	PR'FEE		A*	.50	
AUG29 68	W'DEED		A*	3.00	* 29.30

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, L. D. Richards, a Notary Public in and for said County and State, the within named John M. Brogdon and wife, Hazel Brogdon, 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 this 26th day of August, 1968.

Commission Expires April 25, 1970. L. D. Richards, Notary Public.

COMMONWEALTH OF KENTUCKY
COUNTY OF JEFFERSON

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named Christa Payne Powell, the 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 Louisville, Kentucky this 27th day of August, 1968.

Commission Expires November 27th, 1970. S. M. Gunnell, Notary Public.
Kentucky Notary at Large

G-205480-jmn

INSTALLMENT DEED

FROM

CHRISTA PAYNE POWELL,

TO

JOHN M. BROGDON, ET UX.

REGISTER'S OFFICE

STATE OF TENNESSEE
DAVIDSON COUNTY

Received for record this ___ day of ___ A. D. 19__
at ___ o'clock ___ M.,
Noted in Book ___ Page ___
Recorded in Book ___ Page ___
Recording Fee $ ___
___ County Register
By ___ Dept. Reg.

Published by

TENNESSEE TITLE COMPANY
Nashville, Tenn.
Zone Office
LAWYERS TITLE INSURANCE CORPORATION
of Richmond, Virginia

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