New Owner
Calvin L. Sanders et ux
879 Battery Lane
Nashville, Tenn

Tax Bills: same

Map 132 10
Par. 16

INSTALLMENT DEED

For and in Consideration of the sum of Thirty-four Thousand Five Hundred and no/100 ($34,500.00) - Dollars, of which Nineteen Thousand and no/100 ($19,000.00) - - - - - - - Dollars, has been paid in cash by CALVIN L. SANDERS and wife, MAGDALENE SANDERS, the receipt of which is hereby acknowledged, and for the remainder Fifteen Thousand Five Hundred and no/100 ($15,500.00) - - - - - - - - - - - Dollars, the said CALVIN L. SANDERS and wife, MAGDALENE SANDERS, have executed their joint promissory note, payable to the grantors herein, bearing interest at the rate of six (6%) per cent from date, and payable in equal monthly installments of $130.80, beginning February 1, 1969, and a like amount on the 1st day of each succeeding month until both principal and interest are fully paid, provided that the final payment, if not sooner paid, will be due on or before January 1, 1984. Privilege is reserved to pay said note, or any portion thereof, at anytime 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, HARDING A. JONES

have this day bargained and sold, and do hereby transfer and convey unto the said CALVIN L. SANDERS and wife, MAGDALENE SANDERS, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 8 on the Plan of Burchett's Subdivision, of record in Book 2083, page 36, Register's Office for Davidson County, Tennessee, described as follows:

Said Lot No. 8 fronts 161 feet on the south side of Battery Lane and extends back 318 feet on the west line and 279.5 feet on the east line to a dead line in the rear, on which it measures 155 feet.

Being the same property conveyed to Harding A. Jones and wife, Stella E. Jones, by deed from Brindley Realty Company, Inc., of record in Book 3533, page 555, Register's Office for Davidson County, Tennessee.

This Instrument Prepared By: Gail Pigg, Attorney at Law
1420 Nashville Bank & Trust Building
Nashville, Tennessee 37201

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said CALVIN L. SANDERS and wife, MAGDALENE SANDERS, 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 CALVIN L. SANDERS and wife, MAGDALENE SANDERS, 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 in hand paid, we, the said CALVIN L. SANDERS and wife, MAGDALENE SANDERS do hereby transfer and convey unto GAIL P. PIGG, 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 CALVIN L. SANDERS and wife, MAGDALENE SANDERS, 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 $ 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 CALVIN L. SANDERS and wife, MAGDALENE SANDERS, 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 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 ourselves, our heirs or representatives 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 GAIL P. PIGG, 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 HARDING A. JONES and CALVIN L. SANDERS and wife, MAGDALENE SANDERS, hereunto set our hands at Nashville, Tennessee, this the 31 day of December 1968

X Harding A. Jones

Calvin L. Sanders

Magdalene Sanders

STATE OF TENNESSEE
Davidson County

Personally appeared before me, BILL D. SAUNDERS, a Notary Public in and for said County and State, the within named HARDING A. JONES

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

Witness my hand and official seal at Nashville Tennessee, this 31ST day of DEC., 1968

Commission Expires Feb 12, 1969

Bill D. Saunders, Notary Public.

STATE OF Tennessee
Davidson **County.**

Personally appeared before me, J. Victor Bass, a Notary Public in and for said County and State, the within named Calvin L. Sanders and wife, Magdalene Sanders

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

Witness my hand and official seal at Nashville, Tennessee this 31st day of December, 1968

Commission Expires 10/21/72

J. Victor Bass, Notary Public.

STATE OF TENNESSEE
Davidson County

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ with whom I am personally acquainted and who and 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

I hereby swear or affirm that the actual consideration or true value for th... transfer, whichever is greater, is $ 34500. Affiant Gail Pigg

Subscribed and sworn to before me this 6 day of Jan. 1969

Deputy Register A. Gentry

NOTARY PUBLIC DAVIDSON COUNTY TENN.

INSTALLMENT DEED

FROM Harding A. Jones

TO Calvin L. Sanders and wife, Magdalene Sanders

Attorneys Title Company
Tides Guaranteed
NASHVILLE, TENN.

A 25796

IDENTIF. REFERENCE

JAN 6 2 36 PM '69

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

Return to: Gail Pigg, Attorney

JAN-69	CONV	34,500.00			
JAN-69	MORT'G	15,500.00			
JAN-69	S'TAX		A*	89.70	
JAN-69	S'TAX		A*	13.50	
JAN-69	PR'FEE		A*	.50	
JAN-69	W'DEED		A*	6.00	* 109.70