Installment Deed

BOOK 4307 PAGE 60

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Delton H. Truitt, Jr.	Same	Map 131-4
(NAME)	(NAME)	
4204 Hillcrest Avenue		Par. 159
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	Pd

FOR AND IN CONSIDERATION of the sum of Thirty-one Thousand Five Hundred and no/100 - ($31,500.00) - - - - - - - - - - - - *Dollars, of which* Seven Thousand Five Hundred and no/100 - ($7,500.00) - - - - - - - - - - - - - - - - - *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Twenty-four Thousand and no/100 - ($24,000.00) - - - - - - - - - *Dollars,* Delton H. Truitt, Jr. and wife, Sue P. Truitt - have *executed*

their joint promissory note payable to J. Ross Cheshire, Jr. and wife, Sarah McCarley Cheshire in 240 equal monthly installments of $186.08; said monthly payments being amortized so as to include principal and interest at the rate of 7 percent per annum, the first monthly payment being due on the first day of March, 1969 and a like amount being due on the first day of each successive month thereafter until the entire indebtedness shall have been paid and said note further providing full pre-payment privileges

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, J. Ross Cheshire, Jr. and wife, Sarah McCarley Cheshire *have this day bargained and sold, and do hereby transfer and convey unto the said* Delton H. Truitt, Jr. and wife, Sue P. Truitt, their XXXXXX, *heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Being the easterly 39 feet of lot No. 24, that part of Hillcrest Avenue, now closed, and the westerly part of lot No. 64 on the Map of M. N. Young's Parkview Subdivision on Granny White Road, as of record in book 547, page 173,Register's Office for said County, described together as follows:
Beginning at an iron pin on the easterly margin of Hillcrest Avenue at the corner of lots Nos. 63 and 64; thence with the line between said two lots, north 88-3/4 degrees east 316 feet; thence north 4 degrees west 210 feet to an iron pin; thence south 89-1/4 degrees west 325.6 feet to an iron pin at the northeast corner of the Harold B. Walker property; thence with Walker's easterly line, southwardly 171 feet, more or less, to an iron pin in the northerly margin of Frances Avenue; thence with the northerly margin of said Avenue and crossing that part of Hillcrest Avenue, now closed, eastwardly 89 feet to the easterly margin of Hillcrest Avenue; thence with said Avenue, southwardly 50 feet to the beginning. Said part of said lot No. 64 described according to survey of Clairborne K. McLemore, registered land surveyor, dated January 28, 1969.
Said property was conveyed to J. Ross Cheshire, Jr. and wife, Sarah McCarley Cheshire,by three deeds, one from John A. Lewis and wife of record in book 1541, page 289, and two from Edward E. Jungerman and wife, of record in book 1682, page 491, and book 1715, page 471, said Register's Office.

STATE OF TENNESSEE
COUNTY OF DAVIDSON } The actual consideration or value whichever is greater, for this transfer is $ 31,500.00
Subscribed and sworn to before me, this the 1st day of February 1969
J. Ross Cheshire Jr. — Affiant
Alice M. McMahon — Notary Public
My commission expires: April 26, 1970 (Affix Seal)

This is ~~unimproved~~ improved {x} property, known as 4204 Hillcrest Avenue (House Number) (Street) Nashville P. O. Address: Tennessee (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Delton H. Truitt, Jr. and wife, Sue P. Truitt, their XXXXXX, *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 1969 property taxes which are prorated as of date of deed and assumed by grantees; easement for sanitary sewer of record in book 3368, page 476 * We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Delton H. Truitt, Jr. and wife, Sue P. Truitt, 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 Delton H. Truitt, Jr. and wife, Sue P. Truitt *hereinafter referred to as trustors, hereby transfer and convey unto* James R. Cheshire III, *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 $ 24,000.00*, 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.*

* and restrictive covenants (as to lot No. 24) of record in book 734, page 711 as modified by instrument of record in book 736, page 226, all of Register's Office for said County.

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 Registers 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.

Witness our hands this first day of February, 1969, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

Delton H. Truitt Jr.

Sue P. Truitt

J. Ross Cheshire Jr.

Sarah McCarley Cheshire

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Alice McMahon, a Notary Public in and for said County and State, J. Ross Cheshire, Jr. and wife, Sarah McCarley Cheshire; and Delton H. Truitt, Jr. and wife, Sue P. Truitt, 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 first day of February, 19 69.

Alice McMahon Notary Public

Commission expires April 26, 1970

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ... a Notary Public of the State and County aforesaid, personally appeared ..... with whom I am personally acquainted, and who, upon oath, acknowledged ..... self to be ..... of the ..... the within named bargainor, a corporation, and that ..... he as such ..... being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by ..... self as .....

Witness my hand and seal at office in ..... this ..... day of ....., 19.....

Notary Public

Commission expires .....

FEB-3 68 MORT'G 24,000.00
FEB-3 68 TAX A* 81.90
FEB-3 68 TAX A* 22.00
FEB-3 68 RECFEE A* .50
FEB-3 68 RECORDED A* 3.00 * 107.40

INSTALLMENT DEED

FROM J. Ross Cheshire, Jr. et ux.

TO Delton H. Truitt, Jr. et ux.

A 29037

IDENTIF. REFERENCE

FEB 3 10 17 AM '69

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

This instrument prepared by
J. Ross Cheshire, Jr., Atty.
3716 Hillsboro Road
Nashville, Tennessee

GUARANTY TITLE
Office of
CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE