Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Albert F. Warner (NAME)	Same (NAME)	Map 104-16
2112 Timberwood Pl. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par. 170
Nashville, Tennessee (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of fourteen thousand, five hundred and 00/100 ($14,500.00) - *Dollars,*

of which one thousand and 00/100 ($1,000.00) - *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Thirteen thousand five hundred and no/100 ($13,500.00) - - - - - - - - - - - - - - - - - - *Dollars,*

Albert F. Warner and wife, Ellen J. Warner,

*ha*ve *executed*

their promissory note in the amount of seven thousand two hundred sixty-eight and 09/100 ($7,268.09) dollars, secured by this installment deed of even date herewith, and in addition, the said Albert F. Warner and wife, Ellen J. Warner have agreed to assume the entire unpaid balance of a note payable to Fidelity Federal Savings & Loan Association of Nashville in the original principal amount of $11,600.00 and secured by a deed of trust of record in Book 3590, page 339, Register's Office of Davidson County, Tennessee.

The former note secured by this installment deed provides for

XXXXXXXXXX *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,* Mary E. Brower, a widow, has

XXX *this day bargained and sold, and do hereby transfer and convey unto the said* Albert F. Warner and wife, Ellen J. Warner, their

(XXXXXXX), heirs and assigns,

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

Two tracts of land in Davidson County, Tennessee, as follows:

TRACT NO. 1: The extreme easterly 2 feet of lot No. 88 on the Revised plan of George W. Blair's Subdivision of Belmont Heights, as of record in Book No. 332, page 117, Register's Office for said County. Said tract of land fronts 2 feet on the south margin of Linden Avenue and extends back between parallel lines 208 feet to an alley.

TRACT NO. 2: The west half of lot No. 89 on the Revised Plan of George W. Blair's Subdivision of Belmont Heights, as of record in Book 332, page 117, Register's Office for said County. The said west half of lot No. 89 fronts 50 feet on the south side of Linden Avenue and runs back between parallel lines 208.1 feet on the east line and 208 feet on the west line to an alley; but there is hereby expressly excepted and excluded from this conveyance a strip of land included within the foregoing description of the west half of said lot No. 89, which was conveyed by D. R. Dorris and wife, Betsy B. Dorris, to R. C. Giles, by deed of record in Book 741, page 507, Register's Office for Davidson County, Tennessee, which said strip is the extreme easterly 2 feet of the west half of said lot 89, fronting 2 feet on the south margin of Linden Avenue and extending back 108.1 feet.

I ... hereby swear or affirm that the actual ... value, whichever is greater, is $14,500.00 ... Albert F. Warner
Subscribed and sworn to before me this 11 day of March 1969

Deputy Register S. Gentry

Said tract No. 2 is more particularly described as follows:

Beginning at the northwest corner of said lot No. 89; thence east along the north boundary line of said lot, being the south margin of Linden Avenue, 48 feet; thence south in a line parallel with the west boundary line of said lot 108.1 feet; thence east in a line parallel with the northerly boundary line of said lot, 2 feet to a point, said point being in the division line between the west half and the east half of said lot No. 89; thence south along said division line, the same being parallel with the west boundary line of said lot 89, 100 feet to an alley, the southeast corner of the west half of said lot; thence west along the southern boundary line of said lot 50 feet, more or less, to the southwest corner of said lot No. 89; thence north along the west boundary line of said lot 208 feet to the beginning.

Being the same property conveyed to Edward E. Brower and wife, Mary E. Brower, by deed from Alfred E. Holland, of record in Book 3570, page 128, said Register's Office, the said Edward E. Brower having since died.

This is unimproved ( ) improved (X) property, known as 2011 Linden Avenue (House Number) (Street) Nashville, Tennessee 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 Albert F. Warner and wife, Ellen J. Warner, their *(successors), 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,* except for 1969 taxes which are to be prorated as of March 1, 1969, and except for a promissory note from Edward E. Brower and wife, Mary E. Brower, secured by the aforesaid deed of trust of record in Book 3590, page 339, Register's Office for Davidson County, Tennessee, said obligation having hereinabove been assumed by grantor herein including specifically the March payment thereon, together with all of her future payments.

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Albert F. Warner and wife, Ellen J. Warner, their *(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 Albert F. Warner and wife, Ellen J. Warner *hereinafter referred to as trustors, hereby transfer and convey unto* Morton B. Howell, Jr., *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 $ 14,500.00 *., 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.*

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 Register's 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.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 10 *day of* March, *19* 69.

Mary E. Brower

Mary E. Brower

Albert F. Warner

Albert F. Warner

Ellen J. Warner

Ellen J. Warner

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, JOSEPH CARLTON ROLFE, *a Notary Public in and for said County and State,* MARY E. BROWER, ALBERT F. WARNER, & ELLEN J. WARNER

*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* 10th *day of* March, *19* 69

Joseph Carlton Rolfe *Notary Public*

Commission expires NOV. 12, 1972

STATE OF .....

COUNTY OF .....

Personally appeared before me, ..., *a Notary Public in and for said County and State,* .....

.....

the within named 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 ....., *this* .....*day of* ....., *19* .....

.....*Notary Public*

Commission expires .....

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 corporatoin by* .....*self as* .....

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

.....*Notary Public*

Commission expires .....

433355

IDENTIF. REFERENCE

MAR 11 2 19 PM '69

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM

MARY E. BROWER,

a widow

TO

ALBERT F. WARNER, and wife,

ELLEN J. WARNER

MAR 11 69	CONV	14,500.00			
MAR 11 69	MORT'G	*7,268.09			
MAR 11 69	S'TAX		A*	37.70	
MAR 11 69	S'TAX		A*	5.30	
MAR 11 69	PR'FEE		A*	.50	
MAR 11 69	W'DEED		A*	6.00	*

19.50

THIS INSTRUMENT PREPARED BY
HOWELL AND FISHER, ATTORNEYS
401 COURT SQUARE BUILDING
NASHVILLE, TENNESSEE 37201

BY: _____
ATTORNEY

Compliments of

Guaranty Title Company

A Division of

Kansas City Title Insurance Company

American Trust Building

S. W. Cor. Third & Union

NASHVILLE, TENNESSEE