Installment Deed

BOOK 4329 PAGE 66

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
MELLICENT JONES	Same	24W-1570.
(NAME:) 2509 Oakland Avenue,	(NAME:)	Map 117-4
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tenn., 37212.	(STREET ADDRESS)	Par. 15
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Eleven Thousand and no/100 - - - - ($11,000.00) - *Dollars,*

of which Three Thousand and no/100 ($3,000.00) - *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Eight Thousand and no/100 ($8,000.00) *Dollars,*

the grantee, Mellicent Jones,

has executed

executed her installment deed note, of even date hereof, in the principal sum of $8,000.00, payable to the order of Eugenia Hart Brown, payable in 180 even monthly installments of $74.17, which payment includes principal and interest at the rateof 7½% per annum, with privilege reserved of paying any or all of said installments in advance,

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,

I,Eugenia Hart Brown, awidow,

have this day bargained and sold, and do hereby transfer and convey unto the said

Mellicent Jones, to her sole and separate use, as a femme sole, free from the debts, contracts or marital rights of any husband, her (EXECUTORS), *heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Being the southerly 50 feet of Lot No. 197 in the Belmont Land Company's Plan of Lots called "Belmont Heights," as of record in Plan Book No. 421, page 34, Register's Office for Davidson County, Tennessee.

The southerly 50 feet of Lot No. 197 fronts on the westerly side of Oakland Street and runs back between parallel lines, 175 feet to an alley.

Being the same property conveyed to Maggie Hart by deed of record in Book 445, page 210, Register's Office for Davidson County, Tennessee. Under the will of Maggie Hart, probated October 19, 1949, of record in Will Book 63, page 106, Probate Court of Davidson County, Tennessee, said tract of land was devised to Mary Laura Hart; and under the will of Mary Laura Hart, probated August 24, 1967, of record in Will Book 89, page 16, Probate Court of Davidson County, Tennessee, said tract of land was devised to the grantor, Eugenia Hart Brown.

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $4,000.00 Affiant Harry B Cook agt
Subscribed and sworn to before me this 29 day of April 1969

Deputy Register J. Gentry

Said tract of land is subject to the restrictive covenants contained in instrument of record in Book 417, page 309, Register's Office for Davidson County, Tennessee. Possession of said tract is to be given within 60 days of date of this deed.

This deed prepared by:
Harry G. Nichol, Atty.
200 Union Street
Nashville, Tenn., 37201.

This is improved ( ) property, known as 2509 Oakland Avenue, Nashville, Tennessee, 37212.
(House Number) (Street) 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 Mellicent Jones, as a femme sole, free from the debts, contracts or marital rights of any husband, her *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 1969 taxes which are assumed by the grantee.

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Mellicent Jones, her *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 Mellicent Jones, *hereinafter referred to as trustors, hereby transfer and convey unto* Harry G. Nichol, 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 $ 8000 *, 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 propert , or the lien of this instrument, or a pear in any court to a 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 24th *day of* April *19*69.

Eugenia Hart Brown

Mellicent Jones

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Harry B Cook *, a Notary Public in and for said County and State,* Eugenia Hart Brown, a widow,

the within named 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 Nashville, Davidson County, *Tennessee, this* 24th *day of* April *, 19*69.

Harry B Cook *Notary Public*

Commission expires 4-26-71

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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Personally appeared before me, Henry B Clark, *a Notary Public in and for said County and State,* Mellicent Jones,

the within named 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 Nashville, Davidson County, Tennessee, *this* 24th *day of* April, *19* 69.

Henry B Clark *Notary Public*

Commission expires 4-26-71

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 .....

INSTALLMENT DEED

FROM

EUGENIA HART BROWN

TO

MELLICENT JONES.

A 38796

IDENTIF. REFERENCE

APR 29 11 52 AM '69

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

APR29 69	CONV	11,000.00			
APR29 69	MORT	*8,000.00			
APR29 69	S'TAX		B*	28.60	
APR29 69	S'TAX		B*	6.00	
APR29 69	PR'FEE		B*	.50	
APR29 69	W'DEED		B*	6.00	* 41.10

Henry B. Clark and Son
Realtors
SALES—APPRAISALS—RENTALS
INSURANCE
TELEPHONE 255-2721
THIRD NATIONAL BANK BLDG.
NASHVILLE, TENNESSEE 37219