New Owner: Van O. Sneed, III
Address: 709 Oneida Avenue
Nashville, Tennessee

[Send tax notices to: (same)
[Address: (same)
[
[

Map. 71-12
Par. 179
PW

BOOK 4329 PAGE 691

Installment Deed

FOR AND IN CONSIDERATION of the sum of NINE THOUSAND FIVE HUNDRED AND NO/100 ---

---------- ($9,500.00) ----- *Dollars,*

of which TWO THOUSAND AND NO/100 ----------

---------- ($2,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder SEVEN THOUSAND FIVE HUNDRED AND

NO/100 ---------- ($7,500.00) -------- *Dollars,*

the grantee hereinafter named

has executed

his promissory note of even date herewith payable to the order of J. E. Taymon and wife, Lena Taymon, in monthly installments of $73.19 each, including principal and interest at the rate of 6 % per annum; the term of said note being for a period of 12 years from date thereof,

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. E. TAYMON AND WIFE,

LENA TAYMON, hereinafter called the grantors,

have this day bargained and sold, and do hereby transfer and convey unto ~~the said~~ VAN O. SNEED, III,

unmarried, herein called the grantee, his

~~successors~~), *heirs and assigns,*

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

Two parcels of land in Davidson County, Tennessee, described as follows:

Parcel No. 1: Being part of Lot No. 78 and the southerly 10 feet of Lot No. 77 on the Plan of Victory Heights, as of record in Book 1130, page 97, Register's Office for said County, described together as follows:

Beginning at the northwest corner of Lot No. 79 on the Plan of Victory Heights; thence southerly along the west line of said lot, being the boundary line between Lots 78 and 79, 125.6 feet to a point on Oneida Avenue; thence westerly 10 feet to another point on Oneida Avenue; thence northerly to the point of beginning.

Being the same property conveyed to J. E. Taymon and wife, Lena Taymon, by deed from C. E. Harlan and wife, Marie M. Harlan, of record in Book 2906, page 367, said Register's Office.

Parcel No. 2: Being part of Lot No. 79 on the Plan of Victory Heights, as of record in Book 1130, page 97, Register's Office for said County, described according to a survey made by James A. Hamilton, Jr., Surveyor, September 9, 1947, as follows:

Beginning on the northerly margin of Oneida Avenue, at the corner of Lots Nos. 78 and 79; thence with the easterly line of Lots Nos. 78 and 77, northwardly 125.6 feet to the southwest corner of Lot No. 74; thence with the southerly line of Lots Nos.

(This instrument was prepared by James A. Lesemann Attorney at Law,
320 Gallatin Road, Madison, Tenn.) James A. Lesemann

74 and 73, eastwardly 80.5 feet, more or less, to the northwest corner of the property conveyed to Calvin C. Warren and wife, by deed from General Homes, Inc. of record in Book 1553, page 625, said Register's Office; thence with the westerly line of said Warren property, southwardly 136.5 feet, more or less, to the northerly margin of Oneida Avenue, the corner of Lots Nos. 79 and 80; thence with said Avenue, westwardly 59.8 feet, more or less, to the beginning.

Being the same property conveyed to J. E. Taymon and wife, Lena Taymon, by deed from James W. Burris and wife, Annie Mai S. Burris, of record in Book 2884, page 195, Register's Office for Davidson County, Tennessee.

Included in the above described Parcel No. 2, but expressly excluded therefrom, is the property conveyed to John L. W. Clark and wife, by deed of record in Book 4095, page 814, said Register's Office, described as follows:

Being part of Lot No. 79 on the Map of Victory Heights, of record in Book 1130, page 97, Register's Office for said County, and described according to a survey, dated July 15, 1966, made by James A. Hamilton, Jr., Surveyor, as follows:
Beginning in the northerly margin of Oneida Avenue at the common front corner of Lots Nos. 79 and 80, being the southwesterly corner of the property conveyed to John L. W. Clark and wife by deed from Calvin C. Warren and wife, of record in Book 1637, page 265, said Register's Office, said beginning point being also the southeasterly corner of the property conveyed to J. E. Taymon and wife by deed from James W. Burris and wife, of record in Book 2884, page 195, said Register's Office; thence northwardly, along the line between Clark and Taymon, 136.5 feet, more or less, to a point 18.5 feet, more or less, west of the common rear corner of Lots Nos. 79 and 80, in the southerly line of Lot No. 73; thence southwardly 136 feet, more or less, to a point 6 feet west of the common front corner of Lots Nos. 79 and 80, in the northerly margin of Oneida Avenue; thence, along the same, eastwardly 6 feet to the beginning, forming a triangle.

This is improved property, located at 709 Oneida Avenue, Nashville, Tennessee

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto, belonging, to the said grantee, his ~~successors~~ *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 as stated herein.

the said grantors,
We, / *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* grantee, his ~~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 grantee *hereinafter referred to as trustors, hereby transfer and convey unto* Harlan Dodson, 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 $ ~~XXX~~ *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 25th *day of* April, *19*69.

J E Taymon
(J. E. Taymon)

Lena Taymon
(Lena Taymon)

Van O. Sneed III
(Van O. Sneed, III)

STATE OF TENNESSEE
COUNTY OF Davidson

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* J. E. Taymon and wife, Lena Taymon, and Van O. Sneed, III, unmarried, *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 Madison, Tennessee, *this* 25th *day of* April, *19*69.

Emma P. Foster *Notary Public*

Commission expires 4-14-71

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

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____.

Commission expires_____ Notary Public

MAY-1 69	CONV	*9,500.00			
MAY-1 69	MORT'G	*7,500.00			
MAY-1 69	S'TAX		A*	24.70	
MAY-1 69	S'TAX		A*	5.50	
MAY-1 69	PA'FEE		A*	.50	
MAY-1 69	W'DEED		A*	6.00	* 36.70

STATE OF TENNESSEE

COUNTY OF _____

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_____

STATE OF TENNESSEE
COUNTY OF Davidson

I hereby swear, or affirm, that the actual consideration for this transfer, or value of the property transferred, whichever is greater is $ 9500.00, which amount is equal to or greater than the amount which the property would command at a fair and voluntary sale.

Van O. Sneed III
Affiant

Subscribed and sworn to before me this the 21 day of Apr. 1969

James C. Freeman
Notary Public

Commission Expires 4-14-71

STATE OF TENNESSEE NOTARY PUBLIC AT LARGE

INSTALLMENT DEED

FROM

J. E. TAYMON ET UX

TO

VAN O. SNEED, III,
unmarried

A 39068

IDENTIF. REFERENCE

MAY 1 10 56 AM '69

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

Madison Title Company
MADISON, TENNESSEE

Representing

Southern Title Insurance Company
4277 Lyons View Pike
KNOXVILLE, TENNESSEE