Pd. Owner. Robert Kendall et ux Same Map 52-11

BOOK 340 PAGE 659

FORM 1003 INSTALLMENT DEED — TENNESSEE TITLE COMPANY Par 38-39-40

Nashville Tenn.

M.O.

FOR AND IN CONSIDERATION OF the sum of $23,000.00 (Twenty-three Thousand and No/100) DOLLARS

of which $1,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees Robert Kendall and wife, Rita M. Kendall have executed and delivered their one certain promissory note of even date herewith in the principal amount of Twenty-two Thousand Dollars and no/100 ($22,000.00), payable to the order of Roy R. Bowes and wife, Dena K. Bowes, as follows:

Seven payments will be made in the amount of $1,000.00 each payable every six months, the first payment beginning January 1, 1970 and continuing each and every six months thereafter for six additional payments, said payments include principal and interest at the rate of 7-1/2% (seven and one-half per cent) per annum on declining balance (applying first to interest).

Thereafter the grantees shall pay Twenty-five Hundred Dollars ($2,500.00) every six months, the first payment beginning July 1, 1973, and continuing each six months thereafter until the principal is paid in full, said payments applying first to interest.

Grantee has a prepayment privilege with the right to prepay on any payment date any additional amount or the balance in full without any penalty.

Robert Kendall agrees to carry Life Insurance in the amount of $20,000.00 with loss payable clause to Grantor. In the event of payment to Grantor any monies received from the Policy above the amount due the Grantor will be given to Rita M. Kendall, his wife or heirs.

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

Roy R. Bowes and wife, Dena K. Bowes

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Robert Kendall and his wife, Rita M. Kendall

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

TRACT 1: Being lot No. 22 and the Plan of Madison Heights, Sec. II, Part V, which is of record in Book 2330, page 5, said Register's Office.

Said lot No. 22 fronts 309.63 feet on the southerly side of Berwick Trail and runs back between lines, 348.67 feet on the westerly line, and 370.5 feet on the easterly line, to the Cumberland River on which it measures 310.38 feet.

TRACT 2: Being lot No. 23 on the plan of Madison Heights Sub-division, Sec. II, Part II, as of record in Book 2133, page 83, said Register's Office.

Said lot No. 23 fronts 125 feet on the southerly side of Berwick Trail and extends back between lines 378.88 feet on the easterly line to the Cumberland River, measuring 125.3 feet thereon, and extends back 370.51 feet on the westerly line.

Being part of the property conveyed to Roy R. Bowes and wife, Dena K. Bowes by Installment deed from Eckardt Company, Inc., of record in Book 2452, Page 112, Register's Office of Davidson County, Tennessee.

NOTE: See attached "Exhibit A"

Said conveyance is made subject to Restrictive Covenants, easements and setback lines of record in Book 2241, page 209; Book 2133, Page 83; and Book 2330, page 5, said Register's Office. This conveyance is also made subject to taxes for 1969 and flowage easement rights of U.S. Government.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their 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.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, 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 us in hand paid, we, the said grantees herein do hereby transfer and convey unto D. Kenneth Johnson 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 grantees 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 interest 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 grantees, 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 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:

Pd. Owner. Eckardt Co. Tenn Dept. Rec. Fee

RECORDER'S MEMO

Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

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 advise 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 the grantees herein, their heirs, 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the 6th day of June 1969.

Robert Kendall, grantee

Roy R. Bowes, grantor

Rita M. Kendall, grantee

Dena K. Bowes, grantor

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, Ruth Brooks Enright, a Notary Public in and for said County and State, the within named Roy R. Bowes and wife, Dena K. Bowes; Robert Kendall and wife Rita M. Kendall the 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 this 6th day of June, 1969.

Commission Expires January 23 1972, Notary Public.

STATE OF _____
_____ County

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

_____ Notary Public

My commission expires _____

INSTALLMENT DEED

FROM Mail

Robert Kendall
3353 William Drive
Nashville, Tenn.

TO

REGISTER'S OFFICE
STATE OF TENNESSEE
DAVIDSON COUNTY
Received for record this _____ day of _____ A. D. 19__
at _____ o'clock _____ M.,
Noted in Book _____ Page _____
Recorded in Book _____ Page _____
Recording Fee $ _____
_____ County Register
By _____ Dept. Reg.

Published by

TENNESSEE TITLE COMPANY
Nashville, Tenn.
Zone Office
LAWYERS TITLE INSURANCE CORPORATION
of Richmond, Virginia

BOOK 4340 PAGE 661

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IDENTIF. REFERENCE

JUN 9 1 55 PM '69

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

EXHIBIT A

TRACT III: Being Lot No. 20 on the Plan of Madison Heights, Section II, Part V, as of record in Book 2330, page 5, Register's Office for said County.

Said lot fronts 110 feet on the south side of Berwick Trail and runs back 342 feet on the westerly line and 349 feet on the easterly line to a dead line in the rear, measuring 100 feet thereon.

Being part of the property conveyed to Roy R. Bowes and wife, Dena K. Bowes by Installment Deed from Eckardt Company, Inc., of record in Book 2240, page 182, said Register's Office.

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $23000.00 Affiant R. Roy Bowes

Subscribed and sworn to before me this 9 day of June 1969

Deputy Register B. Rumbley

JUN-9	CONV	23,000.00				
JUN-9	MORT'G	22,000.00				
JUN-9	S'TAX		B*	59.80		
JUN-9	S'TAX		B*	20.00		
JUN-9	PR'FEE		B*	.50		
JUN-9	W'DEED		B*	4.50	*	84.80