# Installment Deed

BOOK 4355 PAGE 29

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| M. Jerome Strobel (NAME) | M. Jerome Strobel (NAME) | Parcel No. |
| 3518 Byron Avenue (STREET ADDRESS OR ROUTE NUMBER) | 3518 Byron Avenue (STREET ADDRESS) | 26W-8050 |
| Nashville, Tennessee 37205 (CITY) (P. O. ZONE) (STATE) | Nashville, Tennessee 37205 (CITY) (ZONE) (STATE) | Map 104-10 Par. 34 PW |

*FOR AND IN CONSIDERATION of the sum of* $18,500.00

- - - - - Eighteen Thousand Five Hundred and No/100 - - - - - - - - - - - - - - *Dollars,*

*of which* $6,000.00 - - - - - - - - - - - - - - - - - - - - - - - - - - - - - -

- - - Six Thousand and No/100 - - - - - - - - - - - - - - - - - - - - *Dollars, has been paid in cash,*

*the receipt of which is hereby acknowledged, and for the remainder* of $12,500.00 - - - - - - - - - -

- - Twelve Thousand Five Hundred and No/100 - - - - - - - - - - - - - - - - - - - - *Dollars,*

the said M. Jerome Strobel and wife, Patricia H. Strobel have of even date herewith

executed their one joint promissory lien note in the amount of $12,500.00 payable to Anne Beatie Young in 12 years at 7½% interest in monthly installments of $131.91 each, to be applied first to interest on the unpaid balance remaining unpaid from time to time at the rate of 7½% per annum and remainder to principal. The first of said monthly installments fall due on or before the 1st day of September 1969 and one on or before the 1st day of each month thereafter until paid in full. All payments are made on or before without penalty.

*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,* - - - - - - - - - - - - - -

- - - - - Anne Beatie Young, a widow - - - - - - - - - - - - - - - - - - - - - - - - -

has *this day bargained and sold, and do hereby transfer and convey unto the said* - - - - - - - - - - -

M. Jerome Strobel and wife, Patricia H. Strobel, their - - - - - - - - - - - - - - - -

- - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - *, heirs and assigns,*

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

Being the easterly 50 feet of Lot No. 25 on the Plan of Joseph Warner's Subdivision as of record in book 332, page 154, Register's Office for said County.
Said part of lot No. 25 fronts 50 feet on the northerly side of Byron Avenue and runs back between parallel lines 187 feet to a dead line.
Being the same property conveyed to S. Franklin Young and wife, Anne Beatie Young by deed from Peggie Woolwine Smith of record in book 2499, page 619, Register's Office for said County.
Also 8 feet being part of Lot No. 25 on the Plan of Joseph Warner Subdivision of record in Book 332, page 154, said Register's Office, same commencing at a point in the northerly margin of Byron Avenue, said point being the southwesterly corner of the easterly 50 feet of said lot No. 25; thence in a northerly direction 187 feet, more or less, to a point in the northerly margin of said lot No. 25; thence easterly along the northerly margin of said lot No. 25 a distance of 8 feet to the northwesterly corner of the easterly 50 feet of said lot No. 25; thence in a southerly direction 187 feet, more or less to the point of beginning.
Being the same property conveyed to S. Franklin Young and wife, Anne Beatie Young by deed from Pearl O'Donnell of record in book 2537, page 115, Register's Office for said County. The said S. Franklin Young having since died.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 18,500.00

Subscribed and sworn to before me, this the 1st day of August 1969

Affiant

My commission expires: 4-17-70 (Affix Seal)

Frankie Wilkes
Notary Public

This conveyance is made subject to the following:

Survey made by George W. Watkins, April 27, 1956 shows a joint driveway along the easterly line of premises.

Restrictive covenants contained in an instrument of record in book 567, page 317 Register's Office for Davidson County, Tennessee, as follows:
"That no dwelling costing less than $5,000.00 shall be erected and kept on said part of said lot No. 25 transferred, and to which the conveyee herein asserts."

| | | | | | |
|---|---|---|---|---|---|
| AUG-4-69 | CONV | 18,500.00 | | | |
| AUG-4-69 | MORTG | 12,500.00 | | | |
| AUG-4-69 S TAX | | | A* | 48.10 | |
| AUG-4-69 S TAX | | | A* | 10.50 | |
| AUG-4-69 R FEE | | | A* | .50 | |
| AUG-4-69 | W DEED | | A* | 4.50 | * 63.60 |

No charge - This instrument prepared by C. B. Criddle, Agent, 508 Nashville Bank & Trust Building, Nashville, Tennessee 37201

This is unimproved ( ) / improved ( ) property, known as 3518 Byron Avenue (House Number) (Street) Nashville, Tennessee P. O. Address: 37205 (City or Town)

*TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said* M. Jerome Strobel and wife, Patricia H. Strobel, their - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - XXXXXXXX), *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 the Grantees assume and agree to pay, same having been prorated.

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* M. Jerome Strobel and wife, Patricia H. Strobel, their - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - XXXXXXXX), *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* M. Jerome Strobel and wife, Patricia H. Strobel - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - *hereinafter referred to as trustors, hereby transfer and convey unto* Lytton J. Clark, *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* $12,500.00, *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* 1st *day of* August, *19* 69.

A 49656

IDENTIF. REFERENCE

AUG 4 10 49 AM '69

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Anne Beatie Young

M. Jerome Strobel

Patricia H. Strobel

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

*Personally appeared before me,* Frankie Wilkes, *a Notary Public in and for said County and State,* Anne Beatie Young and M. Jerome Strobel and wife, Patricia H. Strobel

*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, Davidson County *Tennessee, this* 1st *day of* August, *19* 69.

Frankie Wilkes *Notary Public*

*Commission expires* 4-27-70