Installment Deed

BOOK 4377 PAGE 729

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
James C. Eller (NAME:)	To opposite (NAME:)	Map 72-5
705 Gallatin Rd., (STREET ADDRESS OR ROUTE NUMBER)	party at opposite address (STREET ADDRESS)	Par. 55-56
Madison, 37115, Tenn. (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	PW

FOR AND IN CONSIDERATION of the sum of TWO HUNDRED THOUSAND ($200,000.00) *Dollars,*

of which THIRTY THOUSAND ($30,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder of ONE HUNDRED & SEVENTY ($170,000.00) *Dollars,*

The Grantee, James C. Eller *has executed*

his promissory lien note payable to the order of the Grantors, same bearing interest from date at the rate of 8 per cent per annum on the unpaid principal balance, same being payable in annual installments of $19,861.10 each, said payments include both principal and interest and are to be credited first to interest to date and the remainder in reduction of the principal. The first installment is payable on the 17th day of June 1970, and a like installment is payable on the 17th day of each June thereafter until the entire amount with interest is paid in full. The Grantee may pay the entire indebtedness at any time without penalty, said note to bear interest from the 17th day of June 1969,

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, Edgar Earl Cranor, Jarman M. Cranor and George F. Cranor *have this day bargained and sold, and do hereby transfer and convey unto the said* James C. Eller his XXX(HEIRS), *heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in the 12th, formerly the 17th, Civil District of Davidson County, Tennessee, being lots Nos. 1 and 2, on the Plan of the Subdivision of the Old John Hall Tract of land, as of record in plan book 2, page 129, Chancery Court at Nashville, described as follows:

Beginning in the center of Trinity Lane, the southwest corner of said lot No. 1; thence with the center of said Lane, south 88-1/2 deg. east 338 feet to the west line of the right-of-way of the L. & N. Railroad Company; thence with said right-of-way, north 25 deg. east 394 feet, north 27-1/2 deg. east 300 feet to the corner of lots Nos. 2 and 3; thence north 88-1/2 deg. west, with the line between said two lots, 605 feet to J.H. Ambrose's east line; thence with said line, south 3 deg. west 645 feet to the beginning, containing 6.8 acres, be the same, more or less.

Being the same property conveyed to W.O. Cranor and wife, Edna Cranor, by deed from William Startup and wife, of record in book 838, page 157, Register's Office for said County, the said W.O. Cranor having since died leaving his said wife Mrs. Edna Cranor surviving him and she having since died intestate leaving the grantors surviving her as her sole heirs at law.

This Instrument was prepared by E. I. Hollins Jr., Atty. 903 Stahlman Bldg. Nashville, Tenn.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 200,000.00

Subscribed and sworn to before me, this the 17th day of June 19 69

James C. Eller
Affiant

My commission expires: 4-21-70 (Affix Seal)

John S. Frey
Notary Public

This property is sold subject to:

1. Easement for sanitary sewer and/or storm drainage granted Metropolitan Government of Nashville and Davidson County, Tennessee, by grant from Earl Cranor, et al, of record in book 4231, page 634, Register's Office for said county, the location of which is shown on page 636;

2. Easement for sewer granted State of Tennessee, by grant from W.O. Cranor and wife, of record in book 1229, page 552, said Register's Office, the location of which is shown on plan of record in book 1130, page 50, said Register's Office; and

3. Easement for right-of-way of Trinity Lane lying within boundaries of the premises, as herein described.

As part of the property herein conveyed, the grantors assign to the grantee the privilege of free taps to the sewer as provided in aaid instrument which is of record in book 4231, page 634, said Register's Office.

Grantors agree that if grantee should sell a portion of said property while any part of said purchase money is unpaid, that grantors will accept payment for that portion at the rate of $518.00 for each lineal front foot of the part so sold and release same from the lien created by this instrument.

This is unimproved (X) improved ( ) property, known as City number 941 Trinity Lane, Nashville, Tennessee
(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 James C. Eller, 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 for 1969 taxes which have been pro-rated and are assumed by the grantee and as above stated.

NOV-6	CONV	260,000.00	.00	
NOV-6	MORT'G	170,000	90,000.00	
NOV-6	MORT'G		80,000.00	
NOV-6	S'TAX		B* 520.00	
NOV-6	S'TAX		B* 168.00	
NOV-6	PR'FEE		B* .50	
NOV-6	W'DEED		B* 6.00	* 694.50

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* James C. Eller, 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 James C. Eller *hereinafter referred to as trustors, hereby transfer and convey unto* E.T. Hollins 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 $....., 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 2nd *day of* June, *19* 69

Edgar Earl Cranor
Edgar Earl Cranor

Jarman M. Cranor
Jarman M. Cranor

George F. Cranor
George F. Cranor

James C. Eller
James C. Eller

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, ..., *a Notary Public in and for said County and State,* Jarman M. Cranor and George F. Cranor, and James C. Eller, three of the ..... *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 office in Nashville, *Tennessee, this* 17 *day of* June, *19* 69

John S. Fry
Notary Public

Commission expires 4-21-70

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STATE OF GEORGIA }
COUNTY OF FULTON }

Personally appeared before me, Willie W. Kirkland, *a Notary Public in and for said County and State,* Edgar Earl Cranor, one of the within named bargainors, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Atlanta, Fulton County, Georgia *this* 2nd *day of* June, *19* 69

Willie W. Kirkland *Notary Public*

NOTARY PUBLIC, GEORGIA STATE AT LARGE
MY COMMISSION EXPIRES SEPT. 19, 1970

Commission expires

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, ..., *a Notary Public in and for said County and State,* James C. Eller, one of the within named bargainors, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at ..... *Tennessee, this* ..... *day of* ....., *19* 69

..... *Notary Public*

Commission expires .....

INSTALLMENT DEED

FROM

Edgar Earl Cranor, et al

TO

James C. Eller

A 59791

IDENTIF. REFERENCE

Nov 6 12 50 PM '69

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

GUARANTY TITLE

Office of

CHICAGO TITLE INSURANCE COMPANY

American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE