FORM 1008

INSTALLMENT DEED

BOOK 4381 PAGE 344

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Haywood Realty Company (NAME:)	Same (NAME:)	81-16-631
119 Union Street (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	4-W-02961
Nashville, Tennessee (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION OF [redacted] a note executed by the grantee hereinafter named, payable to the order of Jacobs H. Doyle, receipt of [redacted] which is hereby acknowledged; said note is payable in 108 installments of $43.23 each, the first installment maturing on the 1st day of December, 1969 and one installment of a like amount on the 1st day of each succeeding month thereafter until 108 installments have been paid. The note draws interest at the rate of 6% from maturity of each past due installment and the said note is not subject to any discounts or rebates for advance payment;

NOV21 69 CONV *3,600.00
NOV21 69 MORT'G *3,600.00
NOV21 69 S'TAX B* 9.36
NOV21 69 S'TAX B* 1.60
NOV21 69 DR'FEE B* .50
NOV21 69 RECD B* 3.80
NOV21 69 INDEX * 14.46

This conveyance is made subject to alley easement recorded in Book 3769, Page 108, R. O. Davidson County, Tennessee and all unpaid taxes,

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,

Jacobs H. Doyle and wife, Verla D. Doyle

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

Haywood Realty Company its successors and assigns

herein called grantees, [redacted] certain real estate in Davidson County, Tennessee, as follows:

BEING the northerly 20.6 feet of the easterly 80.0 feet of Lot No. 15 and the southerly 10.2 feet of Lot No. 14, Sam Haslams Plan, Nashville, Davidson County, Tennessee, recorded in Book 21, Page 17, R. O. D. C., Tennessee, and being more fully described as follows:
BEGINNING at an iron pin in the westerly margin of 10th Avenue North; said iron pin being located north 35° 00' west, 29.4 feet from the northerly margin of Jackson Street; thence with the westerly margin of 10th Avenue North, north 35° 00' west 30.8 feet to an iron pin; passing the original lot line of Lots Nos. 14 and 15 at 20.6 feet; thence leaving the westerly margin of 10th Avenue North, south 54° 36' west, 80.0 feet to an iron pin; thence south 35° 00' east 30.8feet to an iron pin passing the original lot line of Lots Nos. 14 & 15 at 10.2 feet; thence north 54° 36' east, 80.0 feet to the point of beginning and the northerly 30.8 feet of a ten foot strip west of the above tract of land fully described in deed of record in Book 3769, page 108, R. O. D. C., Tennessee, which established a ten foot alley; reference is hereby made to said deed for description.
BEING part of the same property conveyed to Jacobs H. Doyle by deed of record in Book 4327, Page 469, Register's Office for Davidson County, Tennessee.

unimproved ( )
This is improved ( ) property, known as 1003 10th Ave., North (House Number) (Street) Nashville, Tennessee (P. O. Address: (City or Town) (Postal Zone)

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 Elkin Garfinkle 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 $ unpaid balance of note 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:

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 trust 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 18th day of November 1969.

Jacobs H. Doyle
Verla D. Doyle

HAYWOOD REALTY COMPANY
By Suzanne Sherrod
President

THIS INSTRUMENT WAS PREPARED BY
JACOBS H. DOYLE, ATTORNEY
428 STAHLMAN BUILDING
NASHVILLE, TENN. 37201

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $3600.00. Affiant D. E. Sherrod
Subscribed and sworn to before me this 21 day of Nov. 1969.

Deputy Register K Gentry

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Jacobs H. Doyle, Verla D. Doyle 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, Tenn. this 18th day of Nov., 1969

Commission Expires Nov 9, 1971 M. K. Randall, Notary Public.

STATE OF TENNESSEE
DAVIDSON County

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Suzanne Sherrod and _____, with whom I am personally acquainted and who upon { he / their several oaths } acknowledged { herself / themselves } to be the president and _____ respectively of the Haywood Realty Company the within named bargainor, a corporation, and that { She / they } as such president 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 Suzanne Sherrod as such president.

WITNESS my hand and official seal at office at Nashville, Tennessee on this the 18th day of November, 1969

My commission expires Nov 9, 1971

M. K. Randall
Notary Public

INSTALLMENT DEED

FROM
JACOBS H. DOYLE

TO
HAYWOOD REALTY COMPANY

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

A 61250

IDENTIF. REFERENCE

Nov 21 10 22 AM '69

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TENN.

MALLERNEE REALTY CO
REAL ESTATE · INSURANCE and LOANS
OWN YOUR OWN HOME
SEE ME BEFORE YOU BUY
NASHVILLE, TENN.