Approved as to form; Andrew Zima, 7-21-69

BOOK 4389 PAGE 475

TENNESSEE TITLE COMPANY

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS:
Harry & Raymond Zimmerman (NAME)	same (NAME)	6D-445
305-311 Broadway (STREET ADDRESS OR ROUTE NUMBER)	same (STREET ADDRESS)	6D-450
Nashville, Tennessee 37202 (CITY) (P. O. ZONE) (STATE)	same (CITY) (ZONE) (STATE)	

INSTALLMENT DEED

FOR AND IN CONSIDERATION OF the sum of Seventy Five Thousand and 00/100 (75,000.00) DOLLARS

of which $ 20,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees Harry Zimmerman and Raymond Zimmerman have executed their promissory note of even date in 180 monthly payments of $494.36 with interest at 7% with first payment due and payable on August 21st, 1969, and one on the 21st, of each successive month until paid. The buyer reserves the right to pay off full balance on note or mortgage due without penalty at anytime, 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, We Elzra T. Nightingale and wife, Jennie Ruth Nighteingale, herein called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Harry Zimmerman and Raymond Zimmerman, hereinafter called grantees, their heirs and assign certain real estate property in Davidson County, Tennessee as follows:

DESCRIPTION:

Two tracts of land in Davidson County, Tennessee, being in the 6th formerly 8th Civil District, and described as follows:

TRACT I

BEGINNING at a point in the westerly margin of Nolensville Road, opposite a cross cut in the top of a concrete culvert end wall, over said right of way, in the centerling of a branch; thence down said branch and leaving said branch, south 73° 05' West 230 feet to a point in the center of a paved ditch; thence with the center of said ditch, South 45° 05' east 17.7 feet; thence south 18° 35' east 28 feet to a point in the north line of Lot 1 of T.C Cooks' Subdivision, of record in Book 547, page 163 Register's Office for said County; thence along the northerly line of said Lot No. 1, south 87° 35' east 235 feet to the westerly margin of Nolensville Road; thence with the margin of the same north 16° 55' west 121.5 feet to the point of beginning, containing 0.4 acres, more or less.

TRACT II

Being described according to a survey made by H.B. Fowlkes, Surveyor, November ___, 1944 as follows:

BEGINNING on the westerly margin of Nolensville Road, at the northeast corner of the property conveyed to Phil Cohen and wife, by deed from W.P. Fults and wife, of record in Book 1427, page 437, Register's Office for said County; thence with said Road, northwardly 100 feet; thence westwardly and parallel with said Cohen's northerly line, 263 feet more or less, to the center of a paved ditch; thence with the center of said ditch, south 29° 15' east 55 feet more or less to a point north 45° 05' west 55.3 feet from the northwest corner of said Cohen property; thence south 45° 05' east 55.3 feet to the said Cohen's northwest corner; thence with his northerly line, north 73° 05' east 230 feet to the point of beginning.

This is improved (X) unimproved ( ) property known as 4305 Nolensville Road, Nashville, Tennessee (House Number) (Street) (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 convenant 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 M. G. Ferguson 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 $ ~~10,000.00~~ 75,000.00 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:

This instrument was prepared by:
Attorney J. F. McClellan
327 Charlotte Avenue, Nashville, Te

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 21st day of July 1969

Elzra T. Nightingale

Jennie Ruth Nightingale

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $75,000.00

J F McClellan
Affiant

Subscribed and sworn to before me this the 21st day of July 1969

My commission expires August 18, 1971 (Affix Seal)

Richard Harmer
Notary Public

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, J F McClellan, a Notary Public in and for said County and State, the within named Elzra T. Nightingale and wife, Jennie Ruth Nightingale and Harry Zimmerman and Raymond Zimmerman the 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 Nashville this 21st day of July 1969

Commission Expires Jan. 29, 1973

J. F. McClellan
Notary Public

STATE OF
COUNTY OF

DEC 31 68 CONV 75,000.00
DEC 31 68 MORT'G 55,000.00
DEC 31 68 S'TAX B* 195.00
DEC 31 68 MG'TAX B* 53.00
DEC 31 68 — B* .50
DEC 31 68 RPTFEE B* 3.00
DEC 31 68 WDEED $ 251.50

Personally appeared before me, a Notary Public in and for said County and State, the within named the 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.

self as

Witness my hand and seal, at office in this

day of 19

Commission Expires Notary Public

INSTALLMENT DEED

From Elzra T. Nightingale, et ux

To Harry Zimmerman & Raymond Zimmerman

A 64936

IDENTIF. REFERENCE

DEC 31 2 14 PM '69

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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