Installment Deed

BOOK 4391 PAGE 390

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Eugene Harper (NAME:)	Same (NAME:)	Map 91-6
5610 Kentucky Avenue (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Pat. 298
Nashville, Tennessee (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

M.O.

FOR AND IN CONSIDERATION of the sum of Seven Thousand Nine Hundred Fifty and No/100 ($7,950.00)---------- *Dollars,*

of which One Thousand Fifty and no/100 ($1,050.00)---------- ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Six Thousand Nine Hundred and No/100 ($6,900.00)---------- *Dollars,*

we, Eugene Harper and wife, Mary Elizabeth Harper

have *executed*

One note in the amount of $6,900.00, payable to the order of E. C. Duke and wife, Matilou B. Duke, in installments of $55.63 each which includes principal and interest at the rate of 8% per annum, being 264 installments with the first installment falling due Feb. 1, 1970, and the others on the 1st day of each succeeding month until the principal and interest have been paid in full.

This Instrument Was Prepared By

Clewey W. Pedigo

Of The Law Firm Pedigo & Salloon

Stahlmar Building Nashville, Tennessee

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, E. C. Duke and wife, Matilou B. Duke

have this day bargained and sold, and do hereby transfer and convey unto the said

Eugene Harper and wife, Mary Elizabeth Harper, their

(successors), heirs and assigns,

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

Being the westerly 3 feet of Lot 1513 and all of Lot 1515, and the easterly 28.5 feet of Lot No. 1517 front, and the easterly 18 feet of Lot 1515, and the westerly 9 feet of Lot 1513 rear, Map of Extension of Plan No. 1, West Nashville, Block 200, Register's Office for Davidson County, Tennessee, or record in Book 57, page 173, said Register's Office.

BEGINNING at a stake in the north margin of Kentucky Avenue South 85° West 182 feet from the westerly margin of 56th Avenue, North, running thence with the northerly margin of Kentucky Avenue, South 85° West 39.5 feet to an iron pin at the intersection of the northerly margin of Kentucky Avenue and Morrow Road, passing the original Lot line of Lots Nos. 1513 and 1515 at 3 feet, also passing the original Lot line of Lots 1515 and 1517 at 28 feet, thence running North 59° 30' West, with the northerly margin of Morrow Road 17 feet to a stake, thence North 9° East 143.8 feet to a stake in the southerly margin of a 25-foot alley, said line crossing the original Lot line of Lots Nos. 1515 and 1517 at 107 feet more or less, and stake being located North 85° East 7 feet from the original Lot corner of Lots Nos. 1515 and 1517, running thence with the southerly margin of said 25-foot alley North

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 7950.00

Subscribed and sworn to before me, this the 30 day of Dec 19 69

My commission expires: 1972

(Affix Seal)

Affiant

Notary Public

85° East 27 feet to a cross on rock, passing the original Lot Line of Lots Nos. 1513 and 1515 at 18 feet, running thence South 3° East 150.3 feet to the point of beginning.
All in accordance with Survey and Plat by Norris H. Hickerson, dated September 4, 1953.
Being the same property conveyed to E. C. Duke and wife, Matilou B. Duke by deed from Jack J. Cohen, Trustee, of record in book 2492, page 625, Register's Office for said County.

unimproved ( )
This is improved (X) property, known as 5610 (House Number) Kentucky Avenue (Street) Nashville, Tennessee 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 Eugene Harper and wife, Mary Elizabeth Harper, their *(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.*

we *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Eugene Harper and wife, Mary Elizabeth Harper, their *(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 Eugene Harper and wife, Mary Elizabeth Harper *hereinafter referred to as trustors, hereby transfer and convey unto* Albert H. Thomas, *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 30 *day of* Dec. *, 19*69.

E C Duke

Matilou B. Duke

Eugene Harper

Mary Elizabeth Harper

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, A B Gibson, *a Notary Public in and for said County and State,* E. C. Duke and wife, Matilou B. Duke and Eugene Harper and wife, Mary Elizabeth Harper

the within named 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 *Tennessee, this* 30 *day of* Dec. *, 19*69.

A B Gibson *Notary Public*

Commission expires

STATE OF .....
COUNTY OF .....

Personally appeared before me, ...*, a Notary Public in and for said County and State,* .....

.....

the within named 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*.....

.....*Notary Public*

Commission expires.....

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ...*, a Notary Public of the State and County aforesaid, personally appeared*.....,
with whom I am personally acquainted, and who, upon oath, acknowledged .....*self to be*.....
.....*of the*.....,
the within named bargainor, a corporation, and that .....*he as such*.....,
being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by .....*self as*.....

Witness my hand and seal, at office in.....,
this.....*day of*....., *19*.....

.....*Notary Public*

Commission expires.....

JAN 13 70 CONV *7,950.00
JAN 13 70 MORT'G *6,900.00
JAN 13 70 S'TAX A* 20.54
JAN 13 70 S'TAX A* 4.90
JAN 13 70 PR'FEE A* .50
JAN 13 70 W'DEED A* 6.00 * 31.94

INSTALLMENT DEED

FROM

E. C. Duke et ux

TO

Eugene Harper et ux

A 6 5 8 5 8

IDENTIF. REFERENCE

JAN 13 1 52 PM '70

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