Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mr. and Mrs. Mack S. Linebaugh, Jr.	Same	Map 116-13
(NAME:) 5958 Post Road	(NAME:) (STREET ADDRESS)	Par. 42
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of

----Forty-three Thousand Five Hundred and no/100 ($43,500.00)----*Dollars,*

of which

---Twelve Thousand and no/100 ($12,000.00)----------*Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder

---Thirty-one Thousand Five Hundred and no/100 ($31,500.00)-------*Dollars,*

Mack S. Linebaugh, Jr. and wife, Katherine H. Linebaugh,

*ha*ve *executed*

their Installment Deed Note payable in regular monthly installments of Two Hundred Twenty-seven and 68/100 ($227.68) Dollars per month, commencing June 1, 1970, for one hundred nineteen (119) months, with the balance of Twenty-five Thousand One Hundred Seventy and 09/100 ($25,170.09) Dollars being due and payable on May 1, 1980, with all payments being applied first to the payment of interest accruing after May 1, 1970, at the rate of seven and one-fourth (7-1/4%) per cent per annum, and with the balance thereof to be applied to the principal,

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,

Frances B. Hudson, a widow, has

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

Mack S. Linebaugh, Jr. and wife, Katherine H. Linebaugh, their

(successors), heirs and assigns,

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

Land in Davidson County, Tennessee, being Lot No. 382 on the Plan of Hillwood Estates, Section 15, as of record in Book 2900, page 117, Register's Office for said County.

Said Lot No. 382 fronts 175 feet on the westerly side of Post Road and extends back 219.4 feet on the northerly line and 207.5 feet on the southerly line to a dead line, measuring 175.4 feet thereon.

Being the same property conveyed to James I. Hudson and wife, Frances B. Hudson, by deed from Sample Investment Co., Inc., of record in Book 3569, page 227, Register's Office for said County, the said James I. Hudson having since died.

This conveyance is made expressly subject to the following:

1. Taxes for the year 1970, which have been prorated, and assumed.

2. Utility easements, setback line from Post Road, and conditions of owners certificate, as of record in Book 2900, page 117, said Register's Office.

3. Provisions of agreement and restrictive covenants between H. G. Hill Realty Company and Sample Investment Company, of record in Book 3133, page 183, said Register's Office.

This instrument prepared by James F. Vance Berry, Attorney
700 American Trust Building, Nashville, Tennessee

unimproved ( )
This is improved (X) property, known as 5958 Post Road, 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 Grantees, their ..... *(successors), 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 as hereinabove set forth.

I *further covenant and bind* myself, my ..... *heirs and representatives, to warrant and forever defend the title to said real estate to said* Grantees, 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 Mack S. Linebaugh, Jr. and wife, Katherine H. Linebaugh, *hereinafter referred to as trustors, hereby transfer and convey unto* James I. Vance Berry, *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 ~~XXXXXXXXXXXXXXXXXX~~ *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.

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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 30th day of April, 1970.

Frances B. Hudson

Marsh Lindsay J.

Katherine N. Lindsay

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Isaogen P. Etter, *a Notary Public in and for said County and State,* Frances B. Hudson,

the within named bargainor....., with whom I am personally acquainted, and who acknowledged that she *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, *Tennessee, this* 30th *day of* April, *19* 70

Isaogen P. Etter *Notary Public*

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Commission expires Sept. 12, 1973

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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Personally appeared before me, Imogene P. Etter, *a Notary Public in and for said County and State,* Mack S. Linebaugh, Jr. and wife, Katherine H. Linebaugh, *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* 30th *day of* April, *19* 70.

Imogene P. Etter
Notary Public

Commission expires Sept. 12, 1973

NOTARY PUBLIC STATE OF TENNESSEE

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 .....

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $43,500. Affiant R. L. Matthews

Subscribed and sworn to before me this 30th day of April 1970

Deputy Register R. Rumble

APR 30 70	CONV	43,500.00			
APR 30 70	MORT'G	31,500.00			
APR 30 70	S'TAX		A*	113.10	
APR 30 70	S'TAX		A*	29.50	
APR 30 70	PR'FEE		A*	.50	
APR 30 70	W'DEED		A*	6.00	* 149.10

INSTALLMENT DEED

FROM

Mack S. Linebaugh, Jr. et ux

TO

JamesI. Vance Berry, Trustee

A 75997

IDENTIF. REFERENCE

APR 30 11 53 AM '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