Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Dr. James H. Fleming, Jr.	Dr. James H. Fleming, Jr.	Map. 116-10
(NAME) and wife, Nancy S. Fleming	(NAME)	Par. 42-43
115 Jackson Boulevard (STREET ADDRESS OR ROUTE NUMBER)	115 Jackson Boulevard (STREET ADDRESS)	
Nashville, Tennessee (CITY) (P. O. ZONE) (STATE)	Nashville, Tennessee (CITY) (ZONE) (STATE)	Pwl

FOR AND IN CONSIDERATION of the sum of ~~ONE HUNDRED FORTY THOUSAND~~ and 00/100 ($140,000.00) *Dollars,*

of which FORTY THOUSAND and 00/100 ($40,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder ~~ONE HUNDRED THOUSAND~~ and 00/100 ($100,000.00) *Dollars,*

JAMES H. FLEMING, JR. and wife, NANCY S. FLEMING *ha~~ve~~ executed*

a promissory note dated May 20, 1970, payable as follows: Interest at Eight Percent (8%) payable monthly, $666.66 per month through December 31, 1970; $13,400.00 principal amount to be paid January 4, 1971; and the balance of $86,600.00, bearing interest at 8%, payable in monthly installments on the 1st day of each month commencing February 1, 1971, principal and interest in the amount of $724.84, through December 31, 1990, with the balance principal and interest payable January 1, 1991.

THIS INSTRUMENT WAS PREPARED BY

Nancy S. Kobb, Attorney
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, May Buntin Murray

has / does *~~have~~ this day bargained and sold, and ~~have~~ hereby transfer and convey unto the said* James H. Fleming, Jr. and wife, Nancy S. Fleming, their ~~successors~~ *heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows: Land in Davidson County, Tennessee, being Lot No. 20 and the northerly 10 feet of Lot No. 21, and Lot No. 36 and the northerly 10 feet of Lot No. 37, on the Plan of A. M. Bransford's Subdivision of Lots 29, 30, 31, 32, 33, 34, and 45, in First Belle Meade Subdivision, of record in Book 421, page 139, Register's Office for said County, and described as follows: Said Lot No. 20 and the northerly part of Lot No. 21 are described together as follows: BEGINNING at the southwest corner of Jackson Boulevard and Deer Park Circle or a private drive being the northeast corner of Lot No. 20; thence with the westerly margin of Deer Park Circle southerly 255 feet to a point 10 feet southerly from the corner of Lots 20 and 21; thence westerly parallel to the line between said two lots 348 feet, more or less, to the easterly margin of Deer Park Drive; thence with the easterly margin of said Drive northerly and northeasterly 275 feet, continuing with said Drive and with the southerly margin of Jackson Boulevard, easterly 233 feet to the beginning.

Said Lot No. 36 and the northerly part of Lot No. 37 are described together as follows: BEGINNING at the southeast corner of Harding Road and Jackson Boulevard being the northwest corner of Lot No. 36; thence with the easterly margin of said road southerly 410 feet to a point 10 feet south from the corner of Lots 36 and 37; thence in a southeasterly direction parallel with the line between said two lots 222 feet, more or less, to the westerly margin of Deer Park Drive; thence with the easterly margin of said Drive, northerly 335 feet, more or less, to the southerly margin of Jackson Boulevard; thence with the southerly margin of said Boulevard, northwesterly 300 feet to the beginning. Being the same property vested in May Buntin Murray, by

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $140,000.00

Subscribed and sworn to before me, this the 29 day of May 1970

Affiant

My commission expires: May 10, 1972 (Affix Seal)

Mrs. John Murray
Notary Public

NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

deed from Mary Dorothy Cain, et al, as of record in Book 2706, page 146, Register's Office, Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, known as 115 Jackson Boulevard (House Number) (Street) Nashville, Tenn. 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 H. Fleming, Jr. and wife, Nancy S. Fleming ~~(successors)~~, *heirs and assigns forever.* May Buntin Murray *covenant* s *that* she is *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.*

May Buntin Murray *further covenant* s *and bind* herself, her *heirs and representatives, to warrant and forever defend the title to said real estate to said* James H. Fleming, Jr. and wife, Nancy S. Fleming, 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 James H. Fleming, Jr. and wife, Nancy S. Fleming *hereinafter referred to as trustors, hereby transfer and convey unto* David M. Keeble, *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 $ 100,000.00, *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 8 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 19 day of May, 19 70

May Buntin Murray

James H. Fleming Jr.

Nancy S. Fleming

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Mrs. John Nanne *, a Notary Public in and for said County and State,* MAY BUNTIN MURRAY

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, Davidson County, *Tennessee, this* 19th *day of* May, *19* 70

Mrs. John Nanne *Notary Public*

JOHN NANNE NOTARY PUBLIC DAVIDSON COUNTY, TENN. MAY 10, 1972

Commission expires May 10, 1972

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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Personally appeared before me, ..., *a Notary Public in and for said County, and State,* JAMES H. FLEMING, JR. and wife, NANCY S. FLEMING, *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, Davidson County, Tennessee *this* 19th *day of* May, 1970.

Mrs. John Nauffer
Notary Public

Commission expires May 10, 1972

NOTARY PUBLIC DAVIDSON COUNTY MAY 12 1972

MAY 19 70	CONV	*		140000.00
MAY 19 70	MORT'G	*		100,000.00
MAY 19 70	S'TAX		A*	364.00
MAY 19 70	S'TAX		A*	98.00
MAY 19 70	PR'FEE		A*	.50
MAY 19 70	W'DEED		A*	6.00 * 468.50

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 .....

A 78000

INSTALLMENT DEED

FROM

MAY BUNTIN MURRAY

TO

JAMES H. FLEMING, JR. and wife,

NANCY S. FLEMING

IDENTIF. REFERENCE

MAY 19 2 16 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