BOOK 4425 PAGE 153

Installment Deed

PREPARED BY:
STELTEMEIER, WESTBROOK & HARVEY
2700 FRANKLIN ROAD
NASHVILLE, TENN. 37204
PHONE 291-3327

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Emily Buchanan Thomas (NAME:)	Guaranty Mortgage Company (NAME:)	Map 147-10
5021 West Durrett Drive (STREET ADDRESS OR ROUTE NUMBER)	311 7th Avenue No. (STREET ADDRESS)	Par. 45
Nashville, Tennessee 37211 (CITY) (P. O. ZONE) (STATE)	Nashville, Tennessee (CITY) (ZONE) (STATE)	M.O.

FOR AND IN CONSIDERATION of the sum of ..... Six Thousand and no/100 ($6,000.00) ..... *Dollars, of which* Three Thousand and no/100 ($3,000.00) ..... *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* ..... Three Thousand and no/100 ($3,000.00) ..... *Dollars,* Emily Buchanan Thomas ..... *has executed*

One installment deed note of even date payable to Cecil E. Railey and wife Lorene E. Railey in the principal amount of $3,000.00, payable in annual installments and bearing 8½% interest, and further grantee has assumed and agreed to pay the present outstanding balance of $11,588.04 and $1,438.40 owing to Guaranty Mortgage Company and Home Federal Savings and Loan Association, respectively, both obligations being secured by a mortgage on said property,

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, Cecil E. Railey and wife Lorene E. Railey .....

have this day bargained and sold, and do hereby transfer and convey unto the said ..... Emily Buchanan Thomas ..... her ..... *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Being Lot No. 290 on the Plan of Caldwell Country Estates, Section 5, as of record in Book 3300, page 16.

Said Lot No. 290 fronts 104 feet on the northwesterly side of West Durrett Drive and extends back 124.8 feet on the northeasterly line and 116.7 on the southwesterly line to a dead line, measuring 115 feet thereon.

Being the same real property conveyed to Duane Richard Slaughter and wife, Lyla Ann Slaughter by a deed from Don Stack and wife, Ida Sue Stack of record in Book 3931, page 813, Register's Office, Davidson County, Tennessee.

This conveyance is subject to a first mortgage Deed of Trust of record in Book 3901 Page 870 R.O.D.C and a second mortgage, evidenced by a note and mortgage recorded in book 4181, Page 750 Register's Office for Davidson County, Tennessee.

This conveyance is made subject to restrictions of record in Book 3279, page 556.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $ 12,000.00

Subscribed and sworn to before me, this the 17 day of June 19 76

X C. E. Railey
Affiant

My commission expires: 7-22-73 (Affix Seal)

Notary Public

This is improved { X } unimproved property, known as 5021 (House Number) West Durrett Drive (Street) Nashville (P. O. Address:) Tennessee (City or Town) 37211

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Cecil E. Railey and wife, Lorene E. Railey ..... their ..... *(successors), heirs and assigns forever.* they *covenant that* they *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 hereinbefore stated.

They *further covenant and bind* themselves *heirs and representatives, to warrant and forever defend the title to said real estate to said* Emily Buchanan Thomas her *(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 Emily Buchanan Thomas *hereinafter referred to as trustors, hereby transfer and convey unto* Thomas Eldridge, *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 $ 12,500.00 *, 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 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 Registers 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.

Witness our hands this 17th day of June, 19 70, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

X Cecil E. Railey

X Lorene Railey

X Emily B. Thomas

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Lamar L Westbrook, *a Notary Public in and for said County and State,* Cecil E. Railey, Lorene E. Railey and Emily Buchanan Thomas, *the within named bargainor....., 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* 17 *day of* June, 19 70

Lamar L Westbrook
Notary Public

Commission expires 7-29-73

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 .....

JUN 18 70 CORP 19,000.00
JUN 18 70 MORT'G *3,000.00
JUN 18 70 S TAX A* 49.40
JUN 18 70 CO TAX A* 1.00
JUN 18 70 PR FEE A* .50
JUN 18 70 W DEED A* 3.00 * 53.90

INSTALLMENT DEED

FROM
Cecil E. Railey, et ux

TO
Lorene E. Railey

Emily Buchanan Thomas

A 80979

IDENTIF. REFERENCE

JUN 18 8 21 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