Map 121
P/Par 153
Pw

INSTALLMENT DEED

For and in Consideration of the sum of Eight Thousand Nine Hundred ($8,900.00) ---------- Dollars,

of which Two Thousand ($2,000.00) ---------- Dollars,

has been paid in cash by Carl E. Moore and wife, Carline Tinsley Moore,

the receipt of which is hereby acknowledged, and for the remainder Six Thousand Nine Hundred ($6,900.00) ---------- Dollars,

the said Carl E. Moore and wife, Carline Tinsley Moore, have executed and delivered their one certain promissory note of even date herewith payable to the order of W. P. Neal and wife, Lena P. Neal, said note bearing interest from date at the rate of eight and one-half (8-1/2%) percent per annum, and being payable, principal and interest, in one hundred forty-four (144) equal monthly installments of Seventy Six and 60/100 ($76.60) Dollars each, the first of which installments being due and payable on the 24th day of August, 1970, and a like installment being due and payable thereafter on the 24th day of each month until the whole of said note, principal and interest, is fully paid, said installments to be first credited to interest monthly on the unpaid principal balance and the remainder credited to principal, (privilege is reserved of paying all or any part of said note in full at any time without penalty, with payment of accrued interest to date of payment only) 8-1/2%

all of said notes bearing ~~six~~ per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, We, W. P. NEAL and wife, LENA P. NEAL,

have this day bargained and sold, and do hereby transfer and convey unto the said CARL E. MOORE and wife, CARLINE TINSLEY MOORE, their heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows: Land in the 14th Civil District of Davidson County, Tennessee, being part of lot No. 6, on the Plan of Eberlee Lands, not of record, described according to a survey made by E. L. Miller, Jr., & Co., dated July 20, 1970, as follows: Beginning at a spike in the center of Knipfer Road at the northeast corner of the James K. Tinsley property, of record in book 4356, page 489, Register's Office for said County; thence with Tinsley's northerly line north 89° 50' west 627 feet to an iron pin in the easterly line of the Chamberlain property, of record in book 3000, page 85, Register's Office for said County; thence with the said Chamberlain propery line north 2° 10' east 117 feet to a 6" hickory tree; thence continuing with the same north 3° 10' east 418 feet to a point in fence; thence continuing with the same north 1° 20' east 118 feet to a 6" oak tree; thence continuing with the same north 3° 45' west 59.5 feet to a 14" sourwood tree; thence with the same north 14° 00' east 19.5 feet to an 8" sourwood tree; thence with the same north 18° 15' west 10.5 feet to a corner post; thence with the Rawlings property line, of record in book 4276, page 496, said Register's Office, south 87° 40' east 263 feet to a post, said point being the common corner between the Rawlings and Potter properties; thence with the Potter property line of record in book 3431, page 511, said Register's Office south 86° 50' east 257 feet to an iron pin; thence with the Neal property, of record in book 3372, page 63, said Register's Office, south 2° 55' west 553 feet to a corner post; thence south 79° 00' east 99.5 feet to an iron pin; thence with the center of Knipfer road south 4° 10' east 146.7 feet to the point of beginning, *

This is unimproved (X) improved ( ) property, know as _____ (House Number) (Street) P. O. Address: (City or Town) (Zip Code)

* containing 8.9 acres, more or less. BEING part of the property conveyed to W. P. Neal and wife, Lena P. Neal, by deed from William M. Neal and wife, of record in Book 3372, page 63, Register's Office for said County.

This conveyance subject to easement for electric service line on or across premises and subject to easement for right-of-way of Knipfer Road lying within boundaries of premises, granted Davidson County, Tennessee, by Jim Savage and wife, by right-of-way deed of record in book 2276, page 338, Register's Office for ~~Davidson County, Tennessee.~~

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said CARL E. MOORE and wife, CARLINE TINSLEY MOORE, their 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, except taxes for 1970, which have been prorated between the parties and assumed by Grantees. We further covenant and bind ourselves and our heirs and representatives, to warrant and forever defend the title to said real estate to said Carl E. Moore and wife, Carline Tinsley Moore, 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 Carl E. Moore and wife, Carline Tinsley Moore,

do hereby transfer and convey unto Alfred T. Adams, Jr., 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 Carl E. Moore and wife, Carline Tinsley Moore,

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 $_____ 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 interst 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 Carl E. Moore and wife, Carline Tinsley Moore, 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 trust 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:

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 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 Carl E. Moore & wife, Carline Tinsley Moore 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 Alfred T. Adams, Jr., Trustee, shall be vested in said successor.

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 W. P. Neal and wife, Lena P. Neal, and Carl E. Moore & wife, Carline Tinsley Moore, hereunto set our hands at White's Creek, Tenn., Tennessee, this the 24th day of July 1970

W. P. Neal - W P Neal

Lena P. Neal - Lena P Neal

Carl E. Moore - Carl E Moore

Carline Tinsley Moore - Carline Tinsley Moore

F. O. TEASLEY NOTARY PUBLIC DAVIDSON COUNTY

STATE OF TENNESSEE
Davidson County

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_____Tennessee, this_____ day of_____, 19____

_____, Notary Public.

Commission Expires_____

STATE OF TENNESSEE
Davidson **County.**

Personally appeared before me, F O Teasley, a Notary Public in and for said County and State, the within named W. P. Neal and wife, Lena P. Neal and Carl E. Moore and wife, Carline Tinsley Moore,

_____

the bargainors, 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 White's Creek, Tennessee this 24 day of July, 19 70

F O Teasley, Notary Public.

Commission Expires 1-22-73

F. O. TEASLEY NOTARY PUBLIC DAVIDSON COUNTY

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 4434 PAGE 445

Before me, , a Notary Public of the State and County aforesaid, personally appeared , with whom I 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

(over for additional acknowledgements)

JUL 28 70	CONV	*8,900.00				
JUL 28 70	MORT'G	*6,900.00				
JUL 28 70	S'TAX		A*	23.14		
JUL 28 70	S'TAX		A*	4.90		
JUL 28 70	PR'FEE		A*	.50		
JUL 28 70	W'DEED		A*	6.00	*	34.54

INSTALLMENT DEED

FROM W. P. NEAL, ET UX

TO CARL E. MOORE, ET UX

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

A 85021

T
IDENTIF. REFERENCE

JUL 28 10 09 AM '70
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

TOOLEY CO NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Carl E. Moore, Et Ux (NAME)	Carl E. Moore, Et Ux (NAME)	
Allessio Road (STREET ADDRESS OR ROUTE NUMBER)	Allessio Road (STREET ADDRESS)	
Nashville, Tennessee (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee (CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

This Instrument Prepared By
R. Marshall, Attorney
Nashville, Tennessee

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 8,900.00 Carl E. Tooley
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 27th DAY OF July, 1970

T. W. [illegible]
Notary Public

MY COMMISSION EXPIRES: 1-27-73

(AFFIX SEAL)

NOTARY PUBLIC DAVIDSON COUNTY, TENN.