# Installment Deed

This instrument prepared by
Dale Quillen, Attorney
338 46th Ave. North
Nashville, Tennessee

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| James F. Neal | James F. Neal | 117-10(12-13) |
| (NAME:) 2225 Woodmont Blvd. | (NAME:) 2225 Woodmont Blvd. | |
| (STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee | (STREET ADDRESS) Nashville, Tennessee | BOOK 4434 PAGE 833 |
| (CITY) (P. O. ZONE) (STATE) | (CITY) (ZONE) (STATE) | |

*FOR AND IN CONSIDERATION of the sum of* FIFTY-TWO THOUSAND AND NO/100--------

----------($52,000.00)----------*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* Forty Thousand and No/100-----

----------($40,000.00)----------*Dollars,*

James F. Neal and wife Ellen Julie Neal

*have executed*

and delivered one promissory note, 30 year term, in the principal sum of $40,000.00, bearing date hereof, and payable to the order of Jessylea Edney Smith, together with interest on any unpaid balance thereof from date hereof until maturity, or paid in full, at the yearly rate of 8-1/2% per annum. Interest only on said note shall be paid in monthly installments beginning on the first day of March, 1970 and thereafter on the first day of each month through December 1, 1970. Principal and interest to be paid in equal monthly installments of $307.56 each, beginning on the first day of January, 1971, and thereafter on the first day of each month until December 31,2000. Each installment shall be applied first to interest on the unpaid balance of said principal, with any remainder to principal. Privilege is reserved of paying at any time principal and interest to that date in full, without any penalty, 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, I, Jessylea Edney Smith, widow of Wendell L. Smith,

~~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.~~

*have this day bargained and sold, and do hereby transfer and convey unto the said* James F. Neal and wife Ellen Julie Neal, their *(successors), heirs and assigns,*

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

Land in the Seventh Civil District of Davidson County, Tennessee, being Lot Number 1 of the plat of the property of Jessylea Edney Smith prepared by Parrish & Ragan, Inc. as of record on February 9, 1970 in Book 4350, Page 71, Register's Office of Davidson County, Tennessee, said land containing approximately 1.25 acres, having a house thereon, and fronting on the South side of Woodmont Boulevard with 237.20 feet. The property is more particularly described as follows:

Beginning at a point at the Northwest corner of Lot Number 1 of the aforementioned plat and proceeding South 86°30' East 237.20 feet to a point and thence South 3°37'10" West 229.69 feet to a point and thence North 86°35'40" West 236.73 feet to a point and thence North 3°26'00" East 230.11 feet to the point of beginning.

Being part of the same property conveyed by Lou Lusky, et ux to Wendell L. Smith, etux by Deeds of record in Book 2397, Page 279, and Book 2435, Page 446, Register's Office of Davidson County, Tennessee.

The above described property is conveyed subject to

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 52,000.00

Affiant

Subscribed and sworn to before me, this the 2nd day of May 1970

Notary Public

My commission expires: Jan. 23, 1972

(Affix Seal)

WILLIAM E. HIGGINS NOTARY PUBLIC DAVIDSON COUNTY, TENN.

all easements, conditions and restrictions as noted in the aforementioned deeds, Book 2397, Page 279 and Book 2435, Page 446, Register's Office of Davidson County, Tennessee, including a building set-back line as shown in Book 974, Page 29, and restrictive covenants of record in Book 1049, Page 28, as amended in Book 1809, Page 149 and a 20 foot sewer easement along the Southerly side of the aforementioned Lot as found in Book 4083, Page 855, all of which are in the Office of the Register of Davidson County, Tennessee.

Taxes for 1970 are to be paid by purchasers, same having been prorated as of the date hereof.

This is unimproved (X) improved property, known as 2225 Woodmont Boulevard, 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* James F. Neal and wife Ellen Julie Neal 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.*

I *further covenant and bind* my *heirs and representatives, to warrant and forever defend the title to said real estate to said* James F. Neal and wife Ellen Julie Neal *(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 F. Neal and wife Ellen Julie Neal *hereinafter referred to as trustors, hereby transfer and convey unto* Dale Quillen, *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* $40,000.00, *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 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* 2nd *day of* ~~March~~ May, *19* 70

Jessylea Edney Smith

Ellen Julie Neal

James F. Neal

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

*Personally appeared before me,* William E. Higgins, *a Notary Public in and for said County and State,* Jessylea Edney Smith, widow of Wendell L. Smith and James F. Neal and wife Ellen Julie Neal,

*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 *this* 2nd *day of* ~~March~~ May, *19* 70

William E. Higgins, Notary Public

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

*Commission expires* Jan. 23, 1972

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.....*

| | | | | | |
|---|---|---|---|---|---|
| JUL 29 70 | CONV | 52,000.00 | | | |
| JUL 29 70 | MORT'G | 40,000.00 | | | |
| JUL 29 70 | S'TAX | | A* | 135.20 | |
| JUL 29 70 | S'TAX | | A* | 38.00 | |
| JUL 29 70 | PR'FEE | | A* | .50 | |
| JUL 29 70 | T'DEED | | A* | 6.00 | * 179.70 |

**INSTALLMENT DEED**

FROM
JESSYLEA EDNEY SMITH,
Widow of Wendell L. Smith

TO
JAMES F. NEAL and wife
ELLEN JULIE NEAL

A 85196

IDENTIF. REFERENCE

JUL 29 1 22 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