Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
R. R. HARRIS (NAME)	R. R. HARRIS (NAME)	105-11 63
1916-8TH AVE. So. (STREET ADDRESS OR ROUTE NUMBER)	1916-8TH AVE. So. (STREET ADDRESS)	105-10 74
NASHVILLE, 37203, TENN (CITY) (P. O. ZONE) (STATE)	NASHVILLE, TENN 37203 (CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Eight Thousand Five Hundred and No/100 ----------($8,500.00)---------- *Dollars,*

of which One Thousand Five Hundred and No/100---------- ----------($1,500.00)---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Seven Thousand and No/100---- ----------($7,000.00)---------- *Dollars,*

the said Robert R. Harris and wife, Linnie A. Harris have executed their promissory note in the amount of $7,000.00, payable to the order of Margaret H. Reamer, W. Allen Haile, III and Stewart H. Haile, payable in five annual installments of $1,400.00 each, the first installment falling due 1 year from date and the others on the same day of each year thereafter, until paid in full, and interest at the rate of 6% per annum on the unpaid balance, payable semi-annually.

This Instrument Was Prepared By

Denny Pedigo, Jr.

Of The Law Firm Pedigo & Saindon

Stahlman Building: 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,

Margaret H. Reamer, Trustee and individually, W. Allen Haile, III and Stewart H. Haile,

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

Robert R. Harris and wife, Linnie A. Harris, their

~~(successors)~~, *heirs and assigns,*

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

Two tracts of land in Davidson County, Tennessee, described as follows:

Tract No. 1: Land in Davidson County, Tennessee, being Lot No. 31 on the Plan of Hamilton's Subdivision of Lot No. 15 and re-subdivision of parts of Lots Nos. 11, 12 and 13 of the Horton Property, as of record in Book 974, page 91, Register's Office for said County. Said Lot No. 31 fronts 50 feet on the westerly side of Stewart Place and runs back between parallel lines 150 feet to a dead line.

Tract No. 2: Beginning on the northerly margin of Wedgewood Avenue at the southeast corner of the property conveyed to Bond Chadwell Company of record in Book 1165, page 526, Register's Office for said County; thence with said company's eastern boundary line northerly 803.5 feet more or less to the southerly margin of Southgate Avenue as widened; thence with the same easterly 50 feet; thence southerly 803.5 feet, more or less, to the northerly margin of Wedgewood Avenue; thence with the same westerly 50 feet to the beginning.

A one-half undivided interest was devised to Margaret Hamilton Reamer by Will of W. D. Hamilton, deceased, of record in Will Book 40, page 49, County Court for said County, and inherited by said devisee from Harriett

(continued

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 8,500.00

Subscribed and sworn to before me, this the 15th day of September, 1970

Affiant

My commission expires: November 7, 1973

(Affix Seal)

Notary Public

Hamilton, deceased, and conveyed to her by deed from Bond Chadwell Company, of record in Book 1153, page 685, and by deed from Harriett Hamilton, et al, of record in Book 737, page 89, said Register's Office, a one-half undivided interest on premises was devised to W. Allen Haile, III and Stewart H. Haile as devisees under the Will of Withers Allen Haile, deceased, of record in Will Book 89, page 363, Probate Court for said County, and inherited by said devisees from Harriett Hamilton, deceased.

This conveyance is made subject to the following condition:

A ten-foot (10) public utility easement is reserved along the Easterly line of Tract No. 2 as hereinabove set out.

This is ~~unimproved~~ / improved property, known as ..... (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 Robert R. Harris and wife, Linnie A. Harris, their ~~XXXXXXXXXX~~, *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.*

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Robert R. Harris and wife, Linnie A. Harris, their ~~XXXXXXXXXX~~ *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 Robert R. Harris and wife, Linnie A. Harris *hereinafter referred to as trustors, hereby transfer and convey unto* Charles C. Trabue, III, *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 $....., 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.

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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 1st. *day of* September, *19* 70.

Robert R. Harris

Robert R. Harris

Linnie A. Harris

LinnieA. Harris

Margaret H. Reamer, Trustee

Margaret H. Reamer, Trustee

Margaret H. Reamer

Margaret H. Reamer

W. Allen Haile III

W. Allen Haile, III

Stewart H. Haile

Stewart H. Haile

STATE OF ~~TENNESSEE~~ South Carolina)
COUNTY OF ~~DAVIDSON~~ Richland)

Personally appeared before me, HAROLD SCHMIDT, *a Notary Public in and for said County and State,* Margaret H. Reamer and Stewart H. Haile and Margaret H. Reamer, Trustee *the within named 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 Columbia, Southcarolina ~~TENNESSEE~~ *this* 2nd *day of* September, 1970.

Harold Schmidt *Notary Public*

Commission expires Nov. 5, 1979

NOTARIAL SEAL PUBLIC SOUTH CAROLINA

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STATE OF GEORGIA
COUNTY OF DEKALB

Personally appeared before me, Sarah H. Milton, *a Notary Public in and for said County and State,* W. Allen Haile, III

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

Witness my hand and official seal at ATLANTA, Georgia
this 9th *day of* September, 1970

Sarah H. Milton *Notary Public*

Notary Public, Fulton County, Georgia
My Commission Expires Oct. 13, 1972

Commission expires

STATE OF TENNESSEE
COUNTY OF DAVIDSON

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, William R. Hagan, a Notary Public in and for said County and State, the within named Robert R. Harris and wife Linnie A. Harris 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 Nashville, Tenn. this 15th day of September, 1970

Commission Expires November 7, 1973

William R. Hagan Notary Public

Commission expires

SEP 18 70	CONV	*8,500.00			
SEP 18 70	MORT'G	*7,000.00			
SEP 18 70	S'TAX		A*	22.10	
SEP 18 70	S'TAX		A*	5.00	
SEP 18 70	PR'FEE		A*	.50	
SEP 18 70	W'DEED		A*	6.00	* 33.60

This Instrument Was Prepared By
Of The Law Firm Pedigo & Saindon
Stahlman Building: Nashville, Tennessee

INSTALLMENT DEED

FROM
Margaret H. Reamer, W. Allen Haile, III and Stewart H. Haile and Margaret H. Reamer, Trustee

TO
Robert R. Harris and wife, Linnie A. Harris

A 90355

IDENTIF. REFERENCE

SEP 18 9 04 AM '70

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of
GUARANTY TITLE

HAGAN AND CO
REAL ESTATE,
NASHVILLE TENN.