4447

Essie M. Allen
116 Queen Anne Drive, Madison, Tenn. 37115

Map No. 43-15 Parcel No. 211
BOOK 4447 PAGE 95

This Instrument prepared by Kingsway Greens of America, Inc., 2600 Poplar Bldg., Memphis, Tenn.

INSTALLMENT DEED

For and in Consideration of the sum of Eleven Thousand, Seven Hundred Sixty-four and Eighty/100 ($11,764.80) Dollars, of which Three Hundred and No/100 ($300.00) Dollars, has been paid in cash by Essie M. Allen the receipt of which is hereby acknowledged, and for the remainder Eleven Thousand, Four Hundred Sixty-four and Eighty/100 ($11,464.80) Dollars, the said Essie M. Allen has executed ~~their~~ her joint installment deed note of even date herewith in the face amount of $11,464.80 repayable in 240 equal consecutive monthly installments of $47.77. The first payment is due the 29th day of October, 1970, and thereafter in a like amount on the same day of each month until the balance is paid in full.

all of said notes bearing six per cent interest from maturity 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, KINGSWAY GREENS OF AMERICA, INC. have this day bargained and sold, and do hereby transfer and convey unto the said Essie M. Allen her ~~their~~ heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Lot No. 6 in the Kingsway Green Subdivision in a plat of which is of record in Book 3842, page 227, Register's Office of Davidson County, Tennessee, and being a part of the same land conveyed to Kingsway Greens of America, Inc. by deed of record in Book 4212, page 838 and 839 in the Register's Office of Davidson County, Tennessee.

This conveyance is subject to all restrictions, easements and covenants of record in Book 4280, page 68, Register's Office of Davidson County, Tennessee and all zoning ordinances or laws of any Governmental authority.

| | | | | | | |
|---|---|---|---|---|---|---|
| SEP 22 70 | CONV | 11,764.80 | | | | |
| SEP 22 70 | MORT'G | 11,464.80 | | | | |
| SEP 22 70 | S'TAX | | A* | 30.68 | | |
| SEP 22 70 | S'TAX | | A* | 9.50 | | |
| SEP 22 70 | PR'FEE | | A* | .50 | | |
| SEP 22 70 | M'DEED | | A* | 9.00 | * | 49.68 |

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Essie M. Allen her ~~their~~ heirs and assigns forever it does covenant that it 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.

It does further covenant and bind itself and its successors and representatives, to warrant and forever defend the title to said real estate to said Essie M. Allen her ~~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~~ me in hand paid, ~~We~~ I, the said Essie M. Allen

do hereby transfer and convey unto Richard Dance, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

And ~~we~~ I the said Essie M. Allen

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 $ Value 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 interest may appear.

~~We~~ I 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~~ I 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~~ I, the said Essie M. Allen 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~~ I 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; if I 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~~ I 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~~ I 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 Essie M. Allen her 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 Richard Dance, 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 KINGSWAY GREENS OF AMERICA, INC. by its duly authorized officer and Essie M. Allen hereunto set our hands at Madison, Tennessee, this the 15th day of September 1970

KINGSWAY GREENS OF AMERICA, INC.

By W. K. Holloway

Essie M. Allen

Essie M. Allen

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Jean C. Stine, a Notary Public in and for said County and State, the within named Essie M. Allen

the 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 Madison Tennessee, this 15th day of September, 1970

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Commission Expires Feb. 8, 1972

Jean C. Stine Notary Public.
Notary at Large, State of Tenn.

STATE OF _____
_____ 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 this day of, 19

Notary Public.

Commission Expires