Deed Tax Bills to A. P. Johnson 1616 Jefferson Ave.

FORM 1003 INSTALLMENT DEED — TENNESSEE TITLE COMPANY Map. 81-15 Par. 596 PW

BOOK 4447 PAGE 764

FOR AND IN CONSIDERATION OF the sum of $7,000.00

Seven Thousand----------AND No/100---------- DOLLARS

of which $2,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has executed his promissory note of even date in the amount of $5,000.00 payable to Joseph G. Williams in 72 equal monthly installments of $90.13 including interest at 8½%, beginning October 17, 1970, and a payment on the 17th of each successive month there after until paid in full.

This instrument was prepared by Atty J. F. McClellan, 327 Charlotte Avenue Nashville, Tennessee.

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $7,000.00. Affiant Joseph G. Williams

Subscribed and sworn to before me this 24th day of Sept 1970

Deputy Register W. W. Williams

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed, we Joseph G. Williams and wife, Tabitha Williams

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Dr. A. P. Johnson

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being the southerly part of Lot No. 7 on the Map of the Bransford Realty Company's Subdivision of Lots 1 and 3 and part of Lot No. 2 of the James Hamilton Tract, as of record in Book 332, page 166, Register's Office for said County.
Said part of said lot fronts 26 feet on the northerly side of Jefferson Street and extends back between parallel lines 131.57 feet on the easterly line, 126.14 feet on the westerly line to the right-of-way of I-265 and measures 26.58 feet thereon.
Being the same property conveyed to Joseph G. Williams and wife, Tabitha C. Williams, by deed from Nelson Paul Q. Harrington and wife, as of record in Book 4252, page 636, said Register's Office.

This is improved property 1616 Jefferson Street, Nashville, Tennessee.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, 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.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, 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 grantors herein do hereby transfer and convey unto J. F. McClellan Trustee, his successor and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes above set forth. We, the said grantors 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 $5,000.00 until the notes herein secured are fully paid, said 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 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 herein, the same to bear interest from the date of each payment. Now, if we, the said grantors, shall pay the notes aforesaid when due, according to their tenor and effect, 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 hereinbefore provided; or fail to indemnify 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 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:

(a) To pay the cost of all taxes, charges and assessments of every kind that may be levied and assessed against said Real Estate during the continuance of this trust, when due and payable; and to keep all buildings and improvements on said Real Estate insured against loss by fire and windstorm in such amount as the Beneficiary of said Real Estate may require, and to pay the premium of such insurance when due.
(b) To pay the expense of all loans which may be created on said property.
(c) To pay the expense of all legal collections incurred, and any and all sums expended in the protection of said property, as herein authorized.
(d) To pay over to the Grantor, if any, will be paid to the Grantor, his heirs, legal 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 Beneficial Owner and Holder of said Ben notes, or, if more than one, then of the first maturing of said 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 said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the 17th day of September 19 70

Joseph G. Williams — A. P. Johnson Sr. M.D.
Tabitha C. Williams

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Wm. Jesse Whitlow, a Notary Public in and for said County and State, the within named Joseph G. Williams & wife, Tabitha Williams & Dr. A. P. Johnson the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purpose therein contained.

Witness my hand and official seal at Nashville this 17th day of September 1970

Commission Expires Feb 7 1971 — Wm. Jesse Whitlow, Notary Public

STATE OF _____
_____ County

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____, with whom I am personally acquainted and who upon { his oath / their several oaths } acknowledged { himself / themselves } to be the _____ and _____ respectively of the _____, the within named bargainor, a corporation, and that { he / they } as such _____ and _____, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said _____ as such _____ and attesting the same by the said _____ as such _____

WITNESS my hand and official seal at office at _____ on this the _____ day of _____, 19__

My commission expires _____ Notary Public

SEP 24 70 CONV *7,000.00
SEP 24 70 MORT'G *5,000.00
SEP 24 70 S'TAX A* 18.20
SEP 24 70 S'TAX A* 3.00
SEP 24 70 PR'FEE A* .50
SEP 24 70 W'DEED A* 5.00 *

INSTALLMENT DEED

FROM

TO

STATE OF TENNESSEE
DAVIDSON COUNTY
REGISTER'S OFFICE

Received for record this _____ day of _____ A.D. 19__ at _____ o'clock ___M.
Noted in Book _____ Page _____
Recorded in Book _____ Page _____
Recording Fee _____ IDENTIFICATION REFERENCE
SEP 24 3 23 PM '70
FELIX Z. DUPREE, REGISTER
DAVIDSON COUNTY, TENN.
By _____ Dept. Reg.

Published by

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Zone Office
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of Richmond, Virginia