K 4458

Mail to: Lee Corbett, Atty
1720 Parkway Towers - Nash, Tenn

BOOK 4458 PAGE 228

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM

W. F. Rader

TO

Russell H. Owens, Jr.

For draftsman's use
This instrument prepared by:
INGRAHAM & COLEMAN
ICM Professional Bldg.
327 Main Street
Franklin, Tenn., 37064

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Russell H. Owens, Jr. (NAME)	Russell H. Owens, Jr. (NAME)	Map 119-6
101 Jay Street (STREET ADDRESS OR ROUTE NUMBER)	101 Jay Street (STREET ADDRESS)	Par. 12
Nashville, Tennessee, 37211 (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee, 37211 (CITY) (STATE) (ZIP)	

IDENTIF. REFERENCE

(FOR REGISTER'S USE)
Nov 10 2 13 PM '70
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF ~~DAVIDSON~~ Williamson }

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

$ 3,500.00 W. F. Rader
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 7th DAY OF Nov. 1970.

Betty P. Redmond
Notary Public

MY COMMISSION EXPIRES: June 11, 1973
(AFFIX SEAL)

A 99585 c

FOR AND IN CONSIDERATION OF the sum of three thousand five hundred and no/100---------- **DOLLARS**

of which $ ---300.00-- has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees

agree to pay to the grantor the balance at the rate of $69.33 per month beginning December 6, 1970, and continuing for five (5) years with the last payment being due on December 6, 1975, as evidenced by a Promissory Note executed of even date.

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,

W. F. Rader, et ux, Gladys Rader, to convey any present or future interest she may have in the property,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Russell H. Owens, Jr.,

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

Lot No. 124 and part of lot No. 125 in the Cumberland Nurseries Plan as recorded in Plat Book 332, page 148, Register's Office, Davidson County, Tennessee. Beginning at the northwest corner of said lot No. 124 in the south side of Jay Street; thence southwardly, with the line between lots 124 and 123, 150 feet to an alley; thence eastwardly with the said alley line, 61.2 feet; thence northwardly, parallel with Miller Street, 150 feet to the south line of Jay Street; thence westwardly with the south line of Jay Street, 65.5 feet to the beginning.

Being part of the same property conveyed to W. F. Rader by deed of record in Deed Book 4454, page 911, Register's Office, Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, known as 101 Jay Street, Nashville, Tennessee
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

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 grantees herein do hereby transfer and convey unto Frank C. Ingraham 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 grantees 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 $ 69.33 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 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 grantees, 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 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 advise 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 the grantees herein, their heirs, 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 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 7th day of Nov. 1970.

x W F Rader

x Gladys Rader

STATE OF TENNESSEE }
COUNTY OF ~~DAVIDSON~~ Williamson }

Personally appeared before me, Betty P. Redmond, a Notary Public in and for said County and State, the within named W. F. Rader and wife, Gladys Rader the 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 Franklin, Tennessee, this 7th day of Nov., 1970.

Betty P. Redmond, Notary Public.

Commission expires June 11, 1973

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, NOV10 70 COUNTY *3,500.00, a Notary Public of the State and County aforesaid, personally appeared NOV10 70 MORT'G *3,200.00
NOV10 70 S'TAX A* 9.10
with whom I am personally acquainted, and who, upon oath, acknowledged NOV10 70 A* 1.20 self to be
of the NOV10 70 PR'FEE A* .50
NOV10 70 D'EED A* 3.00 * 13.80
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