K 4467

BOOK 4467 PAGE 256

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM

DELBERT SHELBY and wife,

THELMA SHELBY

TO

MARY MAXINE PAGE, TRUSTEE,

For draftsman's use

O. B. Hofstetter, Jr., Attorney
304 American Trust Building
Nashville, Tennessee 37201

mail - Mary Maxine Page
River Road Route 2
Nashville, Tenn 37209

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Miss Mary M. Page (NAME)	Same (NAME)	
River Road - Route 2 (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	8DA-35425
Nashville, Tenn. 37209 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

T
IDENTIF. REFERENCE

DEC 17 9 26 AM '70

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TENN.

A9951 3

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 12,500.00 Delbert & Thelma Shelby
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 16th DAY OF December, 1970

Helen T. Carlock
Notary Public

MY COMMISSION EXPIRES: Jan. 28, 1971

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of TEN AND 00/100 (10.00)---------- DOLLARS

of which $ 500.00 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 her note of even date herewith in the amount of $12,000.00, payable to the order of Grantors, in 120 monthly installments of $133.23 each, with the first of said installments due on January 15, 1971. Said note bears interest at the rate of 6 per cent per annum; and payments as made shall be applied first to interest to date and balance to principal;

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, DELBERT SHELBY and wife, THELMA SHELBY,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Mary Maxine Page, Trustee for S. Battle Page, Jr., an infant, with full right to sell, transfer, convey, and encumber without the joinder of any other person or persons, herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being part of Lots 1 and 2 on the E. T. Brown's Subdivision of 18 acres, as of record in Book 332, page 126, Register's Office for said County, and described as follows:

BEGINNING at the northeast corner of Charlotte Pike and Cowan Street, being the southwest corner of Lot 1 on said plan; thence running easterly with the margin of Charlotte Pike, 61 feet to a point; thence northwardly 189 feet to a point; thence westerly 54 feet more or less to a point in the easterly margin of Cowan Street; thence with the margin of the same, southerly 208 feet to the point of beginning.

Being the same property conveyed to Delbert Shelby, et ux, by deed from Searcy B. Page and wife, as of record in Book 4265, page 895, said Register's Office.

This is unimproved ( ) improved (X) property, known as Charlotte Pike, Nashville, Tennessee 37209
(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 O. B. Hofstetter, Jr., 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 insurable 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 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 16th day of December 1970.

Delbert Shelby
Delbert Shelby

Thelma Shelby
Thelma Shelby

Mary Maxine Page Trustee
Mary Maxine Page, Trustee

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, ..., a Notary Public in and for said County and State, the within named Delbert Shelby, Thelma Shelby, and Mary Maxine Page, Trustee,

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 Nashville, Tennessee, ~~Tennessee~~, this 16th day of Dec., 1970

Helen S. Carlisle, Notary Public.

Commission expires Jan. 28, 1971.

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 purposes therein contained, by signing the name of the corporation by self as .....

DEC 17 CONV 12,500.00
DEC 17 MORTG 12,000.00
DEC 17 ST TAX A* 32.50
DEC 17 ST TAX A* 10.00
DEC 17 RECFEE A* .50
DEC 17 MTGREC A* 3.00 A* 46.00

Witness my hand and seal, at office in .....,

this ..... day of ....., 19.....

....., Notary Public.

Commission expires .....