Installment Deed

BOOK 4467 PAGE 953

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Overton Hayes Capps, et ux	Same	Par. #12D-3025
(NAME:) 2812 Jones Avenue	(NAME:) Same	60-16
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tenn. 37207	(STREET ADDRESS) Same	122
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	Ld.

FOR AND IN CONSIDERATION of the sum of $8,000.00 ---------- Eight Thousand & NO/100th. ---------- *Dollars,*

of which $1610.92 -- One Thousand, Six Hundred, Ten & 92/100th. ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder $6,389.08 ----- Six Thousand, Three Hundred, Eighty Nine & 08/100th. -------- *Dollars,*

Overton Hayes Capps and wife, Cornelia Gore Capps the Grantees hereinafter named, *have* ve *executed*

one (1) Promissory Lien Note, of even date herewith, in the principal sum of $6,389.08, payable to the Order of Mary Melton Johnson, in monthly installments as follows: On the 15th. day January 1971, the sum of $55.89, and thereafter a like amount on the 15th. day of each succeeding month. Said payments to be applied first to payment of interest at the rate of 6% per annum, on the principal sum or so much as shall from time to time remain unpaid, and the remainder to be applied to the payment of the principal sum, until the entire amount, both principal and interest has been paid infull. Privilege is reserved of paying any number of said monthly payments or this note maybe paid infull on any paying date by paying the interest due to date of payment.

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, I, Mary Melton Johnson

have this day bargained and sold, and do hereby transfer and convey unto the said Overton Hayes Capps and wife, Cornelia Gore Capps, their *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Being part of lot No. 21, Plan of Joywood Heights, Section 3, not of record, by W. W. Turner, Engineers, March 14, 1947, containing 3.68 acres, more or less, and more fully described according to a survey made by George W. Watkins, Surveyor, August 5, 1957, as follows:

BEGINNING at an iron pin in the west margin of Jones Avenue, said iron pin being located 100 feet south of a pipe located on the southeast corner of lot No. 20, on Turners Survey; thence north 81° 30' west 825 feet to an iron pin in the east margin of a reserved strip; thence south 1° 15' west 50 feet to a point; thence south 81° 30' east 825 feet to a point in the west margin of Jones Avenue; thence along the west margin of Jones Avenue north 50 feet to the point of beginning.

Being the same property conveyed to Mary Melton Johnson, by deed from R. C. Vardell, Trustee, of record in book 3852, page 996, Register's Office for said County.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $8000.00

Subscribed and sworn to before me, this the 17th day of December 1970

Affiant

My commission expires: Oct 23-1971

(Affix Seal)

Notary Public

This is unimproved ( ) improved (X) property, known as 2812 (House Number) Jones Avenue (Street) Nashville (P. O. Address:) Tenn. (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Overton Hayes Capps and wife, Cornelia Gore Capps, their *(successors), heirs and assigns forever.* I *covenant that* I am *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered,* except as hereinabove stated I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Overton Hayes Capps and wife, Cornelia Gore Capps, their *(successors), 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 Overton Hayes Capps and wife, Cornelia Gore Capps *hereinafter referred to as trustors, hereby transfer and convey unto* R. C. Vardell, *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 $ insurable value *, 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.

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 Registers 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.

Witness our *hand* S *this* 15th *day of* December, *19* 70 *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

x Mary Melton Johnson

Overton Hayes Capps

Cornelia Gore Capps

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, L. O. Hardaway, *a Notary Public in and for said County and State,* Mary Melton Johnson Overton Hayes Capps and wife, Cornelia Gore Capps

the within named 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, this* 19 *day of* December, *19*70

L. O. Hardaway *Notary Public*

Commission expires Oct. 23, 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 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 .....

DEC 21 70 CONV *8,000.00
DEC 21 70 MORT'G *6,389.00
DEC 21 70 S'TAX A* 20.80
DEC 21 70 S'TAX A* 4.40
DEC 21 70 PRFEE A* .50
DEC 21 70 W'DEED A* 3.00 * 2.70

A 9 9 8 2 3

IDENTIF. REFERENCE

Dec 21 12 40

FELIX ... REGISTER
DAVIDSON COUNTY, TENN.

GUARANTY TITLE

Compliments of

CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

INSTALLMENT DEED

FROM
Mary Melton Johnson

TO
Overton Hayes Capps, et ux

Deed Prepared by:
L. O. Hardaway
120 South 11th. Street
Nashville, Tenn. 37206

Mail