This instrument prepared by David G. Gray, Attorney, 1133 Stahlman Building, Nashville, Tennessee 37201

# Installment Deed

BOOK 4471 PAGE 52

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Betty Mae Cherry (NAME) | First Federal Savings & Loan Assoc. (NAME) | |
| 324 Timberdale Court (STREET ADDRESS OR ROUTE NUMBER) | 236 Fourth Avenue, North (STREET ADDRESS) | Map. 147-G |
| Nashville, Tennessee (CITY) (P. O. ZONE) (STATE) | Nashville, Tennessee (CITY) (ZONE) (STATE) | Par. 184 |

*FOR AND IN CONSIDERATION of the sum of* Twenty Four Thousand Two Hundred Ninety Seven and 18/100 ($24,297.18) *Dollars,*

*of which* Eight Thousand One Hundred Fifty One and 78/100 ($8,151.78) *Dollars, has been paid in cash,*

*the receipt of which is hereby acknowledged, and for the remainder* of Sixteen Thousand One Hundred Forty Five and 40/100 *Dollars,*

the grantee has assumed and agreed to pay the remaining balance of Eleven Thousand Six Hundred Forty Five and 40/100 under deed of trust of record in Book 3244, page 385, and has executed a promissory note of even date herewith in the amount of Four Thousand Five Hundred and no/100 ($4,500.00) Dollars payable to the order of the grantors in 72 equal monthly installments at the rate of $72.48 per installment including principal and interest at the rate of 5% per annum, the first payment being due on the 1st day of February 1971, and thereafter on the first day of each succeeding month until the full amount due has been paid.

*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,* we, John Samuel Childs, Henry Franklin Childs and William Brenton Childs

*have this day bargained and sold, and do hereby transfer and convey unto the said* Betty Mae Cherry, her

*(successors), heirs and assigns,*

*certain real estate in Davidson County, Tennessee, as follows:*

Land in Davidson County, Tennessee, being lot no. 141, on the Plan of Caldwell Country Estates, Section 2, of record in book 2663, page 128, Register's Office for said County, described as follows:
Beginning at a point in the northerly margin of Timberdale Court at the common corner of lots nos. 140 and 141; thence with the line between said lots, northwardly 134 feet to a point; thence westwardly 99.3 feet to a point in the easterly margin of Darlington Drive; thence with the margin of the same, southwardly 122.96 feet to the beginning of a curve; thence around said curve in a southeasterly direction 39.27 feet to a point in the northerly margin of Timberdale Court; thence with the margin of the same, eastwardly 150 feet to the point of beginning.
Said property was devised to John Samuel Childs, Henry Franklin Childs and William Brenton Childs by will of Gordon Felton Childs, deceased, of record in Will Book 93, page 452, Probate Court for said County, and conveyed to John Samuel Childs, Henry Franklin Childs and William Brenton Childs by deed from James Felton Childs, of record in book 4351, page 564, Register's Office for said County.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $24,297.18

Subscribed and sworn to before me, this the 12th day of January 19 71

Affiant

My commission expires: 5/10/72 (Affix Seal)

Notary Public

Failure of the grantee to make timely payments of the monies required in this instrument or to First Federal Savings & Loan Association, Nashville, Tennessee, under the first mortgage herein assumed, shall constitute a default under this instrument.

unimproved ( )
This is improved (XX) property, known as 324 Timberdale Court , Nashville, Tennessee
(House Number) (Street) P. O. Address: (City or Town)

*TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said* Betty Mae Cherry, her *(successors), 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,* except for the mortgage of record in Book 3244, page 385, which the grantee assumes, restrictive covenants of record in Book 2907, page 93, and in Book 2921, page 87, and easements and other matters shown on the plan of record in Book 2663, page 128, said Register's Office, and taxes for the year 1971 which are assumed by the grantee.

we *further covenant and bind* ourselves *heirs and representatives, to warrant and forever defend the title to said real estate to said* Betty Mae Cherry, her *(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* Betty Mae Cherry *hereinafter referred to as trustors, hereby transfer and convey unto* Ernest C. Matthews, III *, 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* $ 24,300.00 *, 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.* BOOK 4174 PAGE 54

*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 Register's 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.*

*IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 14th day of* January, *1971*

John Samuel Childs

Henry Franklin Childs

William Brenton Childs

Betty Mae Cherry

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

*Personally appeared before me,* Sue Ellen Burgett, *a Notary Public in and for said County and State,* John Samuel Childs, Henry Franklin Childs, William Brenton Childs and Betty Mae Cherry

*the within named bargainors, 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* 14th *day of* January, *1971*

Sue Ellen Burgett *Notary Public*

*Commission expires* May 10, 1972

K 4474

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STATE OF .....)
COUNTY OF .....)

*Personally appeared before me,* ..... *, a Notary Public in and for said County and State,* .....

*the within named 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* .....

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* .....

JAN 15?? CONV 24,297.18
JAN 15?? MORT'G *4,500.00
JAN 15?? S'TAX A* 63.18
JAN 15?? S'TAX A* 2.50
JAN 15?? PR'FEE A* .50
JAN 15?? W'DEED A* 6.00 * 72.18

# INSTALLMENT DEED

FROM

JOHN SAMUEL CHILDS, HENRY FRANKLIN CHILDS and WILLIAM BRENTON CHILDS

TO

BETTY MAE CHERRY

B 0 2 1 2 6

IDENTIF. REFERENCE

JAN 15 2 17 PM '71

FEE ... REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

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