BOOK 1475 PAGE 567

INSTALLMENT DEED

For and in Consideration of the sum of Forty Two Thousand Five Hundred and No/100------

----------($42,500.00)----------Dollars,

of which Ten Thousand and No/100----------($10,000.00)----------Dollars,

has been paid in cash by Gene B. Shelton and wife, Cherry Shelton

the receipt of which is hereby acknowledged, and for the remainder Thirty Two Thousand Five

Hundred and No/100----------($32,500.00)----------Dollars,

the said Gene B. Shelton and wife, Cherry Shelton have executed their one note of even date herewith for the original principal sum of Thirty Two Thousand Five Hundred and No/100 ($32,500.00), payable to the order of Ed Merlin and wife, Martha Merlin, in monthly installments of Two Hundred Forty and 18/100 ($240.18), the first of which is due and payable on the 20th day of February, 1971, and others thereafter, on the 20th day of each succeeding month with the last and final installment being due and payable on or before the 20th day of January, 1996, said installments to be applied first to interest at the rate of Seven and 1/2 (7½%) per centum per annum, with balance to principal, until the entire amount both interest and principal shall have been paid in full, all in accordance with the terms and conditions as set out in said note.

all of said notes bearing ~~six per cent~~ interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, we, Ed Merlin and wife, Martha Merlin

have this day bargained and sold, and do hereby transfer and convey unto the said Gene B. Shelton and wife, Cherry Shelton their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 229 on the Plan of Hillwood Estates, Section 10, as of record in Book 2331, pages 95 and 96, Register's Office, for said County.

SAID Lot No. 229 fronts 150 feet on the easterly side of Greeley Drive and extends back 298.5 feet on the northerly line and 299.8 feet on the southerly line to a dead line in the rear, measuring 150 feet thereon.

BEING the same property conveyed to Ed Merlin and wife, Martha Merlin, by deed from Henry Allen Petty and wife, Ida E. Petty, of record in Book 2754, page 287, Register's Office for Davidson County, Tennessee

JAN22	CONV	42,500.00			
JAN22	MORT'G	32,500.00			
JAN22	S'TAX		A*	110.50	
JAN22	S'TAX		A*	30.50	
JAN22	PR'FEE		A*	.50	
JAN22	MDEED		A*	6.00	* 147.50

This is improved (XX) unimproved ( ) property, know as 772 Greeley Drive (House Number) (Street) Nashville, Tennessee P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Gene B. Shelton and wife, Cherry Shelton 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 said real estate to said Gene B. Shelton and wife, Cherry Shelton 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 Gene B. Shelton and wife, Cherry Shelton

do hereby transfer and convey unto Herbert R. Rich, 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 Gene B. Shelton and wife, Cherry Shelton 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 interst 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 Gene B. Shelton and wife, Cherry Shelton 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 trust 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 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 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 Gene B. Shelton and wife, Cherry Shelton 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 Herbert R. Rich, Trustee, shall be vested in said successor.

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 Ed Merlin and wife, Martha Merlin and Gene B. Shelton and wife, Cherry Shelton hereunto set our hands at Nashville, Tennessee, this the 20th day of January 1971

Gene B. Shelton
Cherry Shelton
Ed Merlin
Martha Merlin

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Ed Merlin and wife, Martha Merlin, and, Gene B. Shelton and wife, Cherry Shelton

the 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 20th day of January, 1971

Commission Expires April 26, 1971

Jo Ann Smith, Notary Public.

STATE OF _____
_____ County.

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the 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 }

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Before me, , a Notary Public of the State and

County aforesaid, personally appeared ,

with whom I 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 .

(over for additional acknowledgements)

INSTALLMENT DEED

FROM

ED MERLIN, ET UX

TO

GENE B. SHELTON, ET UX

Attorneys Title Company

Titles Guaranteed

NASHVILLE, TENN.

B 02861

IDENTIF. REFERENCE

JAN 22 3 40 PM '71

REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO	MAP-PARCEL NUMBERS
Gene B. Shelton (NAME)	Same (NAME)	
772 Greeley Drive (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

This instrument was prepared by
Jno. B. Cobb, Jr., Attorney at Law
Stahlman Building, Nashville, Tenn.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 42,500.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 20th DAY OF January 1971

Notary Public

MY COMMISSION EXPIRES: August 26, 1971

(AFFIX SEAL)