Installment Deed

BOOK 4484 PAGE 845

This instrument prepared by E.L. Buckner, Attorney

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Jerry H. Rainey, et al	Kimbrough- Kavanaugh	Map 75 14
(NAME)	(NAME)	
211 Elm Hill Pike	404 Parkway Towers-	Par 71
(STREET ADDRESS OR ROUTE NUMBER)	James Robertson Parkway	
Nashville Tenn	Nashville, Tennessee 37219	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Sixteen Thousand, Five Hundred and No/100 ($16,500.00) *Dollars,*

of which Fifteen Hundred and No/100 ($1500.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Fifteen Thousand and No/100 $15,000.00 *Dollars,*

Jerry H. Rainey and wife Brenda K. Rainey *have executed*

their promissory installment note of even date in the principal sum of fifteen thousand and no/100's($15,000.00) together with interest at the rate of Seven and one-half percent(7½) per annum, payable as follows: The sum of One Hundred Four and 89/100's(104.89) on the first day of each month beginning March 1, 197[illegible] and therefore on the first day of each succeeding month, said payments including both principal and interest at the rate of 7½ per annum, until the entire principal balance is paid in full. In additionl to and simultaneously with the above mentioned payments the makers of the note agree to pay one-twelfth of the annual hazard insurance premium and one-twelfth of the annual real estate taxes. It is understood and agreed that ther is a prior encumbrance of record in Book 3040, page 235 RODC, Tennessee

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, Lee E. Putman and George L. Thomas, III.

have this day bargained and sold, and do hereby transfer and convey unto the said Jerry H. Rainey and wife Brenda Kay Rainey, Their *(successors), heirs and assigns,*

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

Land in Davidson County, Tennessee Being Lot No. 17 on the Plan of Elm Hill Acres, Section I as of record in Book 2331, page 67, Register's Office for Davidson County Tennessee and more particularly described: Said Lot No. 17 fronts 75 feet on the northerly side of Elm Hill Pike and runs 231 feet on the West Line and 245.8 feet on the east line, which is a broken line, to a dead line in the rear, measuring 20 feet theron.

Being the same property conveyed to S.K. Grayson and wife Frances E. Grayson by Deed from Edwin D. McMurray and wife Frances C. McMurray of record in Book _____, Page _____, Registers Office for Davidson County.

Being the same property conveyed to Lee E. Putman and George L. Thomas III, by Deed from S.K. Grayson and wife Frances E. Grayson of record in Book _____, Page _____, Registers Office for Davidson County, Tennessee

RECORDER'S MEMO
Legibility, Typing or Satisfactory

in the present principal balance of $8,709.33, which amount is embraced within this indebtedness and which the holder of this instrument(the note herein described) covenants and agrees to amortize out of the installments received on this note.

In order to more effectively secure the vendor's lien contained in this instrument, the grantees agree that no transfer or assignment of this property will be made without prior written permission of grantors. Such approval shall not be withheld and will not be necessary in the event said lien is paid in full.

A late charge in the amount of 4% will be charged upon all installment payments not made on or before due date.

I hereby swear or affirm that the actual consideration or true value for ... whichever ..., is $16,500.00 ... Grantee Thereof

... and subscribed before me this 7th day of March 1971

Deputy Register W. W. ...

unimproved ( )
This is improved ( ) property, known as 2110 Elm Hill Road (House Number) (Street) Nashville, Tennessee 37214 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 Jerry H. Rainey and wife Brenda Kay, their ... *(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 as set out herein above.

We *further covenant and bind* ourselves and our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Jerry H. Rainey and wife Brenda Kay Rainey, 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 Jerry H. Rainey and wife Brenda Kay Rainey, their ... *hereinafter referred to as trustors, hereby transfer and convey unto* M.L. Randall, *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 $ Ins. Valu *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 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 15th day of February, 1971.

Lee E Dutton

George T Shumaker III

Brenda Kay Ramsey

Jerre H Ramsey

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, [illegible] Brewer, *a Notary Public in and for said County and State,* Lee E. Dutton & George T. Shumaker III Brenda Kay Ramsey Jerre H. Ramsey *the within named bargainor S., 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 Nashville, Davidson County, *Tennessee, this* 15th *day of* February, *19*71.

E. Wardell Lewis — *Notary Public*

Commission expires August 11, 1971

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 .....

INSTALLMENT DEED

FROM
Lee E. Putman
George L. Thomas III

TO
Jerry H. Rainey
Brenda Kay Rainey

B 07065

IDENTIF. REFERENCE

MAR 9 1 37 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

MAR-9?1	CONV	16,500.00			
MAR-9?1	MORT'G	15,000.00			
MAR-9?1	S'TAX		A*	42.90	
MAR-9?1	S'TAX		A*	13.00	
MAR-9?1	PR'FEE		A*	.50	
MAR-9?1	W'DEED		A*	6.00	* 62.40