# Installment Deed

This instrument was prepared by Earl Thompson, Atty. Nashville, Tenn.

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP PARCEL NUMBERS |
|---|---|---|
| LONNIE JACKSON NICHOLS, JR. (NAME) | Same (NAME) | Map 29 |
| EATON'S CREEK ROAD (STREET ADDRESS OR ROUTE NUMBER) | Same (STREET ADDRESS) | Pcr. 84 |
| JOELTON, TENNESSEE 37080 (CITY) (P. O. ZONE) (STATE) | Same (CITY) (ZONE) (STATE) | BOOK 4185 PAGE 835 |
| | | Pat |

*FOR AND IN CONSIDERATION of the sum of* THREE THOUSAND SEVEN HUNDRED FIFTY and no/100 ----- ($3,750.00) ---------- *Dollars,*

Lonnie Jackson Nichols, Jr. *has executed* and delivered his note to Barbara P. Kemp in said amount, payable in 125 monthly installments of $30.00 each, beginning April 15, 1971, and thereafter a like amount on the 15th day of each consecutive succeeding month until paid in full.

*and providing for payment of attorney's fees, and to secure the payment of said indebtedness, and attorney fees, a lien is expressly retained on the land herein conveyed,* I, Barbara P. Kemp,

*have this day bargained and sold, and do hereby transfer and convey unto the said* Lonnie Jackson Nichols, Jr. and his heirs and assigns, all my undivided interest of every kind and character in and to

*certain real estate in* the 14th Civil District of *Davidson County, Tennessee, as follows:*

BEGINNING at a point in the center of Eaton's Creek Road 504.05 feet, more or less, east of the center line of Marrowbone Road, the southeast corner of the parcel of land conveyed to Jack Harding Nichols from Lonnie Jackson Nichols, et al, by deed dated May 16, 1959, and of record in Book 2905, page 573, Register's Office for said County; thence North 1° 30' east 411 feet, with Jack Harding Nichols' east line, to Smith's line; thence along Smith's south line, south 82½° east 252.2 feet more or less to a stake, (the northwest corner of the parcel conveyed to Warren David Nichols from Lonnie Jackson Nichols, et al, by deed dated January, 1959, and of record in Book 2879, page 7, said Register's Office) thence south 7° 30' west 387 feet, with said Warren David Nichols' west line, to a point in the said Eaton's Creek Road, the southwest corner of said Warren David Nichols' lot; thence at or about the center of said Eaton's Creek Road, north 88° west 212 feet, more or less, to the point of beginning, containing 2.57 acres.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 3,750.00

Subscribed and sworn to before me, this the 12th day of March 1971

Affiant

My commission expires: 11-12-73

(Affix Seal)

Notary Public

Being property conveyed to Lonnie Jackson Nichols, Jr., by deed from Jack Harding Nichols, et al, of record in Book 4478, page 149, and by deed from Lillian J. Johnson, of record in Book 1148, page 558, as to a one-half undivided interest; and in Barbara P. Nichols, as devisee under the will of Charles E. Nichols, deceased, as of record in Will Book 93, page 511, as to a one-half undivided interest, said Register's Office. (Barbara P. Nichols and Barbara P. Kemp is one in the same person.)

This property is hereby conveyed subject to taxes for the years 1960, 1961, 1962, 1970 and 1971, which said taxes are assumed and will be paid by the grantee herein.

This property is further conveyed subject to a life estate of Lonnie Jackson Nichols as set out in deed of record in Book 1148, page 558, Register's Office; and a deed of trust executed by Lonnie J. Nichols, Sr., et ux, to Jacobs H. Doyle, Trustee, to secure a note dated December 9, 1969, for $384.00.

unimproved ( )
This is improved ( ) property, known as Eaton's Creek Road, Joelton, 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* Lonnie Jackson Nichols, Jr., and his *(successors), heirs and assigns forever.* *covenant that* *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 by life estate of Lonnie J. Nichols and deed of trust executed by Lonnie J. Nichols, Sr., etux, as hereinbefore set out; and in addition, back taxes as hereinbefore enumerated.

I *further covenant and bind* myself and my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Lonnie Jackson Nichols, Jr., his *(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* Lonnie Jackson Nichols, Jr. *hereinafter referred to as trustors, hereby transfer and convey unto* Roy A. Miles, Jr., *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 $ , 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* 12th *day of* March, *19* 71

Barbara P. Kemp

**Barbara P. Kemp**

Lonnie Jackson Nichols, Jr.

**Lonnie Jackson Nichols, Jr.**

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

*Personally appeared before me,* Eunice McCue, *a Notary Public in and for said County and State,* Barbara P. Kemp

*the within named bargainor, with whom I am personally acquainted, and who acknowledged that* she *executed the within instrument for the purposes therein contained.*

*Witness my hand and official seal at* Nashville *Tennessee, this* 12th *day of* March, *19* 71.

Eunice McCue *Notary Public*

*Commission expires* 11/3/73

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STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

*Personally appeared before me,* [illegible], *a Notary Public in and for said County and State,* Lonnie Jackson Nichols, Jr. *the within named bargainor, with whom I am personally acquainted, and who acknowledged that* he *executed the within instrument for the purposes therein contained.*

*Witness my hand and official seal at* Nashville, Tennessee, *this* [illegible] *day of* March, *19*71.

[illegible] *Notary Public*

*Commission expires* 11-13-73

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*.....

MAR 12 CONV *3,750.00
MAR 12 MORT'G *3,750.00
MAR 12 S'TAX A* 9.62
MAR 12 S'TAX A* 1.70
MAR 12 PR'FEE A* .50
MAR 12 W'DEED A* 6.00 * 17.82

INSTALLMENT DEED

FROM

BARBARA P. KEMP

TO

LONNIE JACKSON NICHOLS, JR.

B 07518

IDENTIF. REFERENCE

MAR 12 3 19 PM '71

FELIX A. WILSON REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

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