Installment Deed

BOOK 4488 PAGE 231

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
(NAME:) J. Scott Grigsby, Jr., Et ux	(NAME:) Same	Map 130-E Par. 12
(STREET ADDRESS OR ROUTE NUMBER) 4400 Estes Ave	(STREET ADDRESS) Nash. Tenn	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	Plat

FOR AND IN CONSIDERATION of the sum of Thirty-Two Thousand, Nine Hundred Fifty and 00/100 ($32,950.00)---------- *Dollars,*

of which Nine Thousand, Eight Hundred and 00/100 ($9,800.00) ---------- ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Twenty-Three Thousand, One Hundred Fifty and 00/100 ($23,150.00)---------- *Dollars,*

J. Scott Grigsby, Jr. and Glenda Grigsby *ha*ve *executed*

their promissory note, of even date herewith, payable to the order of Mary Hunter Grigsby, in ten (10) equal annual installments of Two Thousand, Three Hundred Fifteen and 00/100 ($2,315.00) Dollars each, beginning April, 1981, together with interest at the rate of six percentum (6%) on the principal balance due and payable monthly, beginning April 1, 1971,

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 Hunter Grigsby,

have this day bargained and sold, and do hereby transfer and convey unto the said J. Scott Grigsby, Jr. and wife, Glenda Grigsby, hereinafter referred to as Grantees, their XXXXXXX (successors), *heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land lying, situate and being in the 7th, formerly the 11th Civil District, near the City of Nashville.

Being Lot No. 13 on the Plan of West Haven, Section No. 1, as of record in Book 1130, page 7, of the Register's Office for Davidson County, Tennessee, described as follows:

Beginning on the easterly margin of Estes Avenue at the corner of Lots Nos. 13 and 14; thence with the line between said two lots eastwardly 225 feet; thence northwardly 166 feet to the southerly margin of Trimble Road; thence with said Road westwardly 205 feet to the beginning of a curve; thence around said curve in a southwesterly direction to the easterly margin of Estes Avenue; thence with said Avenue southwardly 140 feet to the beginning.

Being the same property which was conveyed to James Scott Grigsby and wife, Mary Hunter Grigsby, by deed of Fannie Doss Kain, of record in Book 1452, page 479, Register's Office for said County, the said James Scott Grigsby having since died on January 13, 1965.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON) The actual consideration or value whichever is greater, for this transfer is $32,950.00.
Subscribed and sworn to before me, this the 23rd day of March, 1971.

Affiant

Notary Public

My Commission expires:
5-21-73

Said property is conveyed expressly subject to the following:

1. Taxes for the year 1971, which have been prorated and payment thereof assumed by Grantees.

2. Restrictive Covenants of record in Book 1129, page 121, and Book 794, page 342, Register's Office for Davidson County, Tennessee.

3. The Plan of record in Book 1130, page 7, shows a 10-foot easement along the easterly line of the said lot.

This is unimproved ( ) improved ( ) property, known as 4400 Estes Avenue, Nashville, Tennessee 37215
(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 Grantees, 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 set out above.

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Grantees, 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 Grantees *hereinafter referred to as trustors, hereby transfer and convey unto* Andrew Ewing. *, 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 $ the 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 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 23rd *day of* March, *19* 71

Mary Hunter Grigsby

J. Scott Grigsby

Glenda Grigsby

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Judy M. Butler, *a Notary Public in and for said County and State,* Mary Hunter Grigsby, J. Scott Grigsby, Jr., and Glenda Grigsby

the within named bargainors, 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* 23rd *day of* March, *19* 71.

Judy M. Butler *Notary Public*

Commission expires 5-21-73

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STATE OF .....

COUNTY OF .....

Personally appeared before me, ...IDENTIF. REFERENCE....., *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.

MAR 23 3 28 PM '71
FEL[illegible] REGISTER
DAVIDSON COUNTY, TENN.

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 corporatoin by .....self as.....

Witness my hand and seal, at office in.....,
this.....day of....., 19.....

.....*Notary Public*

Commission expires.....

INSTALLMENT DEED

FROM

MARY HUNTER GRIGSBY

TO

J. SCOTT GRIGSBY, JR. and wife, GLENDA GRIGSBY

This instrument prepared by:
BAILEY, EWING, DALE & CONNER.
Attorneys
706 Nashville Bank and Trust Building
Nashville, Tennessee 37201

MAR 23 71	CONV	32,950.00			
MAR 23 71	MORT'G	23,150.00			
MAR 23 71	S'TAX		A*	85.54	
MAR 23 71	S'TAX		A*	21.10	
MAR 23 71	PR'FEE		A*	.50	
MAR 23 71	W'DEED		A*	6.00	* 113.14

Compliments of

Guaranty Title Company

A Division of

Kansas City Title Insurance Company

American Trust Building

S. W. Cor. Third & Union

NASHVILLE, TENNESSEE