Mtg. 36-2
Pat. 11
Pd

INSTALLMENT DEED

For and in Consideration of the sum of Nineteen Thousand Four Hundred and no/100 ($19,400.00) Dollars, of which Three Thousand Four Hundred and no/100 ($3,400.00) Dollars, has been paid in cash by Robert E. Earheart and wife, Evelyn R. Earheart the receipt of which is hereby acknowledged, and for the remainder Sixteen Thousand and no/100 ($16,000.00) Dollars, the said Robert E. Earheart and wife, Evelyn R. Earheart have executed their joint and several promissory note of even date herewith, payable to the order of Dorothy Walton in the principal amount of Sixteen Thousand and no/100 ($16,000.00) Dollars, payable in equal monthly installments at the rate of $189.93 per installment, including principal and interest at the rate of 7½%, the first installment being due April 1, 1971, and thereafter on the 1st day of each succeeding month until the entire amount has been paid

all of said notes bearing ~~interest~~ 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, I, Dorothy Walton, a single woman,

have this day bargained and sold, and do hereby transfer and convey unto the said Robert E. Earheart and wife, Evelyn R. Earheart, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A lot of land in the Third Civil District of Davidson County, Tennessee described according to a survey made by Z.J. Wilkinson, Surveyor, December 19, 1944, as follows:
BEGINNING on the westerly margin of a 15 foot roadway at Bass' northeast corner; thence with the westerly margin of said roadway North 2 deg. 30' east 177 feet to a post in the northwest corner of said roadway and the Lebanon Pike; thence with the southerly margin of said Pike, South 74 deg. 45' West 92.5 feet; thence with a fence South 147 feet to a fence corner and Bass' northerly line; thence with Bass' north line and with a fence South 86 deg. 15' East 85 feet to the westerly margin of a 15 foot roadway, the point of beginning.

BEING the same property conveyed to J. P. Pippen by deed from Odell M. Balls and wife, Sara F. Balls of record in Book 1645, page 539, Register's Office for Davidson County, Tennessee. The said J.P. Pippen having since died, and devised said property to Dorothy Walton by will of record in Book 97, page 478, Probate Court for Davidson County, Tennessee.

This conveyance is subject to a family graveyard as reserved in Minute Book 15, page 156, County Court for said County; to easements of record in Book 2957, page 262 and Book 806, page 4, and taxes for the year 1971 which have been prorated and assumed by the buyers, and easement for ingress and egress to and from the cemetery.

This is unimproved ( ) improved (XX) property, know as 2831 (House Number) Lebanon Road (Street), Nashville (P. O. Address: City or Town), Tennessee (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Robert E. Earheart and wife, Evelyn R. Earheart, their 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 stated above.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said Robert E. Earheart and wife, Evelyn R. Earheart, 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 Robert E. Earheart and wife, Evelyn R. Earheart do 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, for the purposes aforesaid, only.

We, the said Robert E. Earheart and wife, Evelyn R. Earheart 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 $10,000.00 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 Robert E. Earheart and wife, Evelyn R. Earheart 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; if 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 Robert E. Earheart and wife, Evelyn R. Earheart 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 Ernest C. Matthews, III, 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 Dorothy Walton and Robert E. Earheart and wife, Evelyn R. Earheart hereunto set our hands at Nashville, Tennessee, this the 19th day of March 19 71

Dorothy Walton

Robert E. Earheart

Evelyn R. Earheart

STATE OF TENNESSEE
Davidson County

Personally appeared before me, David M. Knight, a Notary Public in and for said County and State, the within named Dorothy Walton, a single woman, and Robert E. Earheart and wife, Evelyn R. Earheart

the bargainor S, 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 19 day of March, 19 71

Commission Expires October 24, 1973

David M. Knight, Notary Public.

STATE OF _____ County.

MAR 24 CONV 19,400.00
MAR 24 MORT'G 18,000.00
MAR 24 S'TAX A* 50.44
MAR 24 S'TAX A* 14.00
MAR 24 PR'FEE A* .50
MAR 24 W'DEED A* 6.00 * 70.94

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

BOOK 4488 PAGE 459

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)

I hereby swear or affirm that the actual consideration [illegible] transfer, whichever is greater, is $19,400.00, Affiant

Subscribed and sworn to before me this 24th day of March 19 71

Deputy Register W. W. Williams

INSTALLMENT DEED

FROM
DOROTHY WALTON

TO
ROBERT E. EARHEART and wife,
EVELYN R. EARHEART

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

B 08685

IDENTIF. REFERENCE

MAR 24 3 18 PM '71

REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mr.&Mrs. Robert E. Earheart (NAME)	Same (NAME)	
204 - Broadhaven Circle (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Old Hickory (CITY) Tenn. (STATE) (P. O. ZIP) 37138	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

Ernest Matthews, Atty
Stahlman Bldg
Nash. Tenn

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

$ 19,400.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE _____ DAY OF March 1971.

Notary Public

MY COMMISSION EXPIRES: _____

(AFFIX SEAL)