BOOK 4510 PAGE 833

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM

Haywood Realty Company(Tenn. Corp.)

Filed

TO

Lillie Mae Harper (unmarried)

Sam [illegible]itfield (unmarried)

For draftsman's use

Prepared by:D.E.Mallernee, Jr.
Mallernee Realty Co.,
119 Union Street,
Nashville, Tennessee

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Sam [illegible]itfield (NAME)	Same (NAME)	Map-81-16
1005 10th Ave. N., (STREET ADDRESS OR ROUTE NUMBER)	" (STREET ADDRESS)	631-1
Nashville, Tenn (CITY) (STATE) (P. O. ZIP)	" (CITY) (STATE) (ZIP)	4-W 2965

(FOR REGISTER'S USE)

T
IDENTIF. REFERENCE

JUN 14 12 51 PM '71

REGISTER
DAVIDSON COUNTY, TENN.

PUSH

B 1 8 7 8 4

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$6750.00 D.E.Mallernee
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 14th DAY OF June 19 71.

D. Head
Notary Public

MY COMMISSION EXPIRES: Deputy Register
(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Six thousand seven hundred fifty dollars
---------$6750.00---------DOLLARS

of which $ 150.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed a promissory note of even date herewith payable to the order of Haywood Realty Co., Tenn. Corp.,in the principal sum of sum of Six thousand six hundred dollars ($6600.00) payable in monthly installment of $67.50 sixty seven dollars and fifty cents, including both principal and interest at 8½%, the first installment maturing on the 1st day of July 1971, and monthly installments of a like amount on the first day of each month thereafter until the total of Sixty six hundred dollars ($6600.00) and interest is paid, out of each installment the accrued interest to date on the unpaid installment will be taken and the balance credited to the principal sum.

This conveyance is subject to an indebtness of $4,230.41, L.M.H. described in Book 4479 Page 847, R.O.D.C. Tennessee, and said amount is included in the consideration clause of $6750.00. This conveyance is subject to said indebtness and out of each installment paid the seller will make the regular monthly payment of $47.58 which includes both principal and interest until the aforesaid $4,230.41, with interest is paid in full.

L.M.H.

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees a lien is expressly retained on the land herein conveyed. BOOK 4510 PAGE 834

Haywood Realty Company, a Tennessee Corporation

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Lillie Mae Harper (unmarried) and Sam Whitfield (unmarried)

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: 1005 10th Ave. N.
Tract #1: Being the northerly 39.8 ft. of the easterly 8.0 ft. of lot number 14 Sam Haslam's plan Nashville, Davidson County Tennessee, record book 21, page 17, R.O.D.C. Tennessee
Being more fully described as follows: Beginning at an iron pin in the westerly margin of 10th Avenue, north said iron pin being located north 350.00', west, 60.2 ft. from the northerly margin of Jackson St.; thence with the westerly margin of 10th Ave. north, north 36°00' west 39.8 ft. to an iron pin, the common corner of lots 13 & 14 on the above plan; thence with the line of lots numbers 13 and 14 south 54°36' west, 80.0 ft. to an iron pin thence leaving lot said lot line, south 35°00' east 39.8 ft. to an iron pin; thence north 54°36' east 80.0 ft. to the point of beginning.
Tract #2 Being part of lot number 14 in the Sam Haslam's plan of Davidson Co. Tennessee as shown of record in Book 21, page 17, R.O.D.C., Tennessee and being more particularly described as follows:
Beginning at a point 80 feet west of 10th Ave. North in the common line of Lots 13 & 14 in said plan; thence southerly 39.8 feet along the westerly line of thetract hereinabove described ;thence at right angles 10 feet; thence northerly and parallel with 10th Ave., North 19.8 ft. to a point thence westerly and parallel with Jackson St, 55 ft. to a point in the easterly margin of said alley 20 ft. to a point in the common line of Lots 13 & 14 thence along said lot line 65 feet to the point of beginning.

This is improved (X) unimproved property, known as 1005 10th Ave. N., Nashville, Tennessee
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

The easement set out and described in Book 3766, page 142, as to the tract 2 is retained for the purposes provided in said deed and this deed is subject to same. Payment of 1971 taxes is assumed by grantee

Being the same property conveyed to Haywood Realty Company, a Tennessee Corporation, by deed from Jacobs H. Doyle and wife Verla D. Doyle as of record in Book 4479, Page 848, R.O.D.C. Tennessee

RECORDER'S MEMO
Legibility of Writing, Typing or Printing
Document Unsatisfactory When Received

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their heirs and assigns forever. We covenant that we are lawfully seised 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 the said real estate to said grantees, 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 grantees herein do hereby transfer and convey unto Jacobs Doyle 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 grantees 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 $5000.00 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 interest 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 grantees, 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 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 advise 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 the grantees herein, their heirs, 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the 12th day of June 19 71.

Lillie Mae Harper

Lillie Mae Harper(unmarried)

Sam Whitfield (unmarried)

witness

Elizabeth N. Jackson, Pres.
Haywood Realty Co.

Idelia Crawley

Eddie M Whitfield

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, M. K. Randall, a Notary Public in and for said County and State, the within named Lillie Mae Harper, & Sam Whitfield

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 14 day of June, 1971.

M. K. Randall, Notary Public.

Commission expires Nov. 9, 1971

STATE OF TENNESSEE
COUNTY OF DAVIDSON

JUN 14	CONV	*6,750.00		
JUN 14	MORT'G	*6,600.00		
JUN 14	S'TAX		A*	17.42
JUN 14	S'TAX		A*	4.66
JUN 14	FEE		A*	.50
JUN 14	RCDED		A*	4.50 * 27.02

Before me, M. K. Randall, a Notary Public of the State and County aforesaid, personally appeared Elizabeth N. Jackson-President with whom I am personally acquainted, and who, upon oath, acknowledged herself to be President of the Haywood Realty Co., a Tennessee Corporation, the within named bargainor, a corporation, and that She as such President being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by herself as President

Witness my hand and seal, at office in Nashville, this 14 day of June, 1971.

M. K. Randall, Notary Public.

Commission expires Nov. 9, 1971