4526

BOOK 1526 PAGE 556

INSTALLMENT DEED — The DAVIDSON COUNTY TITLE INSURANCE CO. INC.

FOR AND IN CONSIDERATION OF the sum of EIGHT THOUSAND EIGHT HUNDRED AND No/100 DOLLARS

of which $ 1,932.79 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, ~~and for the remainder the said grantee~~ and other valuable considerations, including the assumption by the said Grantees of the unpaid balance of a note secured by a deed of trust executed by Charles Halton Manners and wife, Rose Marie Pomeroy Manners to Walter M. Noel, Trustee, of record in Book 2506, page 449, Register's Office for Davidson County, Tennessee, said unpaid balance being in the amount of $4,934.41, and for the remainder of which the said Grantees have executed a promissory note of even date herewith payable to the order of Jerry F. Agee in the principal sum of $1,932.80, payable in 48 consecutive monthly installments of $46.29 each, each installment including principal and interest, commencing August 1, 1971,

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $8900.00. William N. Dearborn

Subscribed and sworn to before me this 6th day of August 1971

Deputy Register E. Parham

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 convered,

Clarence E. Reynolds, Jr., and Jerry F. Agee,

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

Roy P. Angel and wife, Fannie M. Angel,

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 6 on the Revised Plan of Valley View Subdivision, Section 1, as of record in Book 2331, page 88, Register's Office for Davidson County, Tennessee.

Said Lot No. 6 fronts 50 feet on the south side of Sentinel Drive and runs back between parallel lines 150 feet to the north right-of-way line of the N. C. & St. L. Railroad.

Being the same property conveyed to Clarence E. Reynolds and Jerry F. Agee by deed from Charles Halton Manners and wife, Rose Marie Pomeroy Manners, of record in Book 3345, page 394, Register's Office for Davidson County, Tennessee.

New Owner + Tax bill to
Mr + Mrs Roy P. Angel
Kentucky Drive
Nashville Tenn

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 seized 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 hercin do hereby transfer and convey unto William N. Dearborn 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 $ 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:

THIS INSTRUMENT PREPARED BY
DEARBORN, WARNER & ALEXANDER, ATTYS.
400 COMMERCE UNION BANK BUILDING
NASHVILLE, TENNESSEE 37219

Mail To >

556

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 now and all sums expended in the protection of said property, as herein authorized.
4th. The residue, if any, will be paid to the grantors 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 22nd day of July
19 71.

Clarence E. Reynolds, Jr.

Roy P. Angel

Fannie M. Angel

AUG-6[illegible]	CONV	*8,800.00			
AUG-6[illegible]	MORT'G	*1,932.00			
AUG-6[illegible]	S'TAX		A*	22.88	
AUG-6[illegible]	PR'FEE		A*	.50	
AUG-6[illegible]	WDEED		A*	4.00	* 27.38

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, W. Hoyt Smith, Jr., a Notary Public in and for said County and State, the within named Clarence E. Reynolds, Jr., Jerry F. Agee, Roy P. Angel, and Fannie 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, Tenn., this 22nd day of July, 1971.

Commission Expires Feb 5 1972

W. Hoyt Smith, Jr. Notary Public.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Carolyn T. Johnston, a Notary Public in and for said County and State, the within named, Jerry F. Agee and Clarence E. Reynolds, Jr., 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, Tenn., this 28th day of July, 1971.

Commission expires: 1-30-74

Carolyn T. Johnston Notary Public

INSTALLMENT DEED

FROM
CLARENCE E. REYNOLDS, JR.,
AND JERRY F. AGEE

TO
ROY P. ANGEL, ET UX

REGISTER'S OFFICE

STATE OF TENNESSEE
DAVIDSON COUNTY

Received for Record this 10 day of AUG A. D. 19 71 at 10 17 AM
Noted in Book B 2572 Page 9
Recorded in Book [illegible] Page [illegible]
Recording Fee [illegible]

IDENTIFICATION

FELIX A. WILKINSON, REGISTER
DAVIDSON COUNTY, TENN.

County Register

By [illegible] Dept. Reg.

The DAVIDSON COUNTY TITLE INSURANCE CO. INC.
NASHVILLE 14, TENNESSEE