Installment Deed

BOOK 4533 PAGE 669

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Nordean S. Copas et ux	Same	Map 42, Parcel 1, Field Book 37405.
(NAME) 826 Old Hickory Blvd. W.	(NAME)	
(STREET ADDRESS OR ROUTE NUMBER) Madison, Tenn., 37115.	(STREET ADDRESS)	11D-37405.
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Eighteen Thousand Seven Hundred and no/100 ($18,700.00) - *Dollars,*

of which Two Thousand Three Hundred and Fifty and no/100 ($2,350.00) - *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Sixteen Thousand Three Hundred and Fifty and no/100 ($16,500.00) - - - - - - - - - - - - *Dollars,*

Nordean S. Copas and wife, Edith M. Copas, have assumed (1) the indebtedness secured by deed of trust executed by Marie J. Womack, unmarried, to Louis S. Linx, Trustee, dated October 21, 1964, filed October 22, 1964, and recorded in Book 3824, page 945, Register's Office for Davidson County, Tennessee, to secure to First Federal Savings & Loan Association of Nashville, the payment of a note for $10,000.00, payable as therein specified, the balance owing on said note now being $7,915.01, and for the balance: (2) the said Nordean S. Copas and wife, Edith M. Copas, have executed their second lien installment deed note in the principal sum of $8,434.99, of even date herewith, payable to the order of Edwin B. Raskin, payable in monthly installments as follows: On the 30th day of September, 1971, the sum of $71.00, and thereafter on the 30th day of each succeeding month a like sum until said note is paid, and in addition to said monthly payments to pay $500.00 on principal on the anniversary date of deed each year thereafter; said installment deed note bears interest at the rate of 8% per annum,

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, Vaden Lackey, Jr., Trustee, with full power to sell, transfer, convey, mortgage or otherwise encumber, without the joinder of any beneficiary, under deed of record in Book 4521, page 830, Register's Office for Davidson County, Tennessee,

have this day bargained and sold, and do hereby transfer and convey unto the said Nordean S. Copas and wife, Edith M. Copas, their - - - - - - - - - - - - - - - - - - -

This conveyance subject to:

Ten-foot easement for public utility purposes along westerly and rear lines of premises, 125-foot building setback line from Old Hickory Boulevard, and conditions of owners certificate, as shown on plan in Book 2330, page 1, Register's Office for Davidson County, Tennessee.

Restrictive covenants contained in an instrument of record in Book 2333, page 501, as amended in instrument of record in Book 2490, page 608, Register's Office for Davidson County, Tennessee, reference to which is here made for a complete description thereof.

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

SEP-17	CONV	18,700.00			
SEP-17	MORT'G	*8,434.99			
SEP-17	S'TAX		A*	48.62	
SEP-17	S'TAX		A*	6.40	
SEP-17	PR'FEE		A*	.50	
SEP-17	W'DEED		A*	8.00	* 63.52

This is improved ( ) property, known as 826 Old Hickory Boulevard., W., Madison, Tenn., 37115.
(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 Nordean S. Copas and wife, Edith M. Copas, their - - -

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 varties 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 30th *day of* August, *19*71.

Vaden Lackey Jr. Trustee

Nordean L. Copas

Edith M. Copas

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Ann B Beaver, *a Notary Public in and for said County and State,* Vaden Lackey, Jr., Trustee under the terms and provisions of deed of record in Book 4521, page 830, Register's Office for Davidson County, Tennessee,

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

Witness my hand and official seal at Nashville, Davidson County, *Tennessee, this* 30th *day of* August, *19*71.

Ann B Beaver *Notary Public*

Commission expires May 10 1975

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STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, Ann B. Beaver, *a Notary Public in and for said County and State,* Nordean S. Copas and wife, Edith M. Copas,

the within named 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, Davidson County, Tennessee, *this* 30th *day of* August, *19*71

Ann B Beaver *Notary Public*

Commission expires May 10, 1975

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 .....

STATE OF TENNESSEE
COUNTY OF DAVIDSON.

The actual consideration or value, whichever is greater, for this transfer, is $18,700.00.

Subscribed and sworn to before me this Aug. 30, 1971.

Vaden Lackey Jr. Trustee
Affiant.

Ann B Beaver
Notary Public.

My com. expires: May 10 1975

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing Unsatisfactory in this Document When Received.

INSTALLMENT DEED

FROM
VADEN LACKEY, JR., TRUSTEE

TO
NORDEAN S. COPAS ET UX.

B 29019

IDENTIF. REFERENCE

Sep 1 10 18 AM '71

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of
Guaranty Title Company
A Division of
Kansas City Title Insurance Company
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE