This Instrument Prepared By:
W. D. Hawkins, Jr., Attorney-At-Law
Fisk University
Nashville, Tennessee 37203

Installment Deed

BOOK 4537 PAGE 596

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Hamilton Washington, Sr Et Ux (NAME:)	Hamilton Washington, Sr. Et Ux (NAME:)	Map. 60-B
1723 Nubill (STREET ADDRESS OR ROUTE NUMBER)	1723 Nubill (STREET ADDRESS)	Pc. 5.3
Nashville, Tenn 37208 (CITY) (P. O. ZONE) (STATE)	Nashville, Tennessee 37208 (CITY) (ZONE) (STATE)	Pal

mail
RD 11

FOR AND IN CONSIDERATION of the sum of $4,500.00 Four Thousand Five Hundred No/100 *Dollars,*

of which $1500.00 Fifteen Hundred and No/100 *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder $3,000.00 Three Thousand and No/100 *Dollars,*

Hamilton Washington, Sr. and wife, Marie Washington

have executed

their Joint Installment Note for the sume of Three Thousand ($3,000.00) without interest until after maturity of any installment, payable in forty (40) installments Of $75.00 each to the order of Johnnie Thompson and wife, Estella Thompson. After maturity any and all installments shall draw interest at the rate of 4% 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, Johnnie Thompson and wife, Estella Thompson

have this day bargained and sold, and do hereby transfer and convey unto the said Hamilton Washington, Sr. and wife, Marie Washington

their *(successors), heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows:

Land in the 12th, formerly the 21st, Civil District of Davidson County, Tennessee, being known as Tract "D" as shown on a survey by E. L. Miller, dated September 29, 1961, not of record, as follows:
Said Tract "D" begins at an 18 inch hackberry tree, said point of beginning being south 86 deg. 45 min. west, 143 feet from an iron pin in the westerly margin of Old Matthew Road at its intersection with the southerly line of a 50 foot right of way, and said point of beginning also being the northwest corner of the property conveyed by deed of record in Book 3785, page 973, Register's Office for said County; thence with the westerly line of said property described in deed of record in Book 3785, page 973, said Register's Office, south 12 deg. 30 min. west, 168.0 feet to an iron pin, the southwest corner of said property described in Book 3785, page 973, said Register's Office; thence south 12 deg. 30 min. west ten feet to an iron pin, the northeasterly corner of the property conveyed by deed of record in Book 3785, page 246, said Register'sOffice; thence with the northerly line of said property described in Book 3785, page 246, north 80 deg. west 75 feet to an iron pin, the northwesterly corner of said property described in Book 3785, page 246, and the northeasterly corner of the property conveyed by deed of record in Book 3405, page 447, said Register's Office; thence with the northerly line of said

(CONTINUED ON BACK OF PAGE)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 4500.00

Subscribed and sworn to before me, this the 16 day of August, 19 71

Affiant

My commission expires: 1/29/72 (Affix Seal)

Notary Public

(DESCRIPTION CONTINUED) BOOK 4537 PAGE 597

of said property described in Book 3405, page 447, north 80 deg. west, 80 feet to an iron pin, the northwesterly corner of said property described in Book 3405, page 477; thence north 14 deg. 30 min. east, 141.6 feet to an iron pin in the southerly line of said 50 foot road easement; thence with the southerly line of said road easement, north 86 deg. 45 min. east, 165 feet to the point of beginning.

Being the same property conveyed to Johnnie Thompson and wife, Estella Thompson by deed from Hardie Yokley, of record in Book 4238, page 905, Register's Office for Davidson County, Tennessee

unimproved (XX)
This is improved ( ) property, known as 12th Civil District of Davidson County, Tennessee
(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 Hamilton Washington, Sr. Et Ux their *(successors), 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.*, except for 1971 taxes which purchaser assumes.

We *further covenant and bind* ourselves and our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Hamilton Washington, Sr. and wife, Marie Washington *(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 Hamilton Washington, Sr. and wife, Marie Washington *hereinafter referred to as trustors, hereby transfer and convey unto* V. H. Dixon, Jr. *, 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 $ ——— *, 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 16th *day of* ~~August~~ Sept. 1971

Johnnie Thompson

Estella Thompson

Hamilton Washington

Marie Washington

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, W. D Hawkins, Jr. *a Notary Public in and for said County and State,* Hamilton Washington, Sr. and wife, Marie Washington

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

Witness my hand and official seal at Nashville *Tennessee, this* 16 *day of* ~~August~~ Sept. 1971

Notary Public

Commission expires 1/29/72

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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Personally appeared before me, W. D. Hawkins, Jr., *a Notary Public in and for said County and State,* Johnnie Thompson and wife, Estella Thompson, *the within named bargainor, 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* 16 *day of* ~~August~~ Sept. *19* 71.

Notary Public

Commission expires 1/29/72

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 corporation by* ....self *as* .....

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

Notary Public

Commission expires .....

SEP 17 7?	CONV	*4,500.00			
SEP 17 7?	MORT'G	*3,000.00			
SEP 17 7?	S'TAX		A*	11.70	
SEP 17 7?	S'TAX		A*	1.00	
SEP 17 7?	PR'FEE		A*	.50	
SEP 17 7?	W'DEED		A*	8.00	* 21.20

INSTALLMENT DEED

FROM

JOHNNIE THOMPSON ET UX

TO

HAMILTON WASHINGTON, SR. ET UX

B 30873

IDENTIF. REFERENCE

SEP 17 12 46 PM '71

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

GUARANTY TITLE

Office of

CHICAGO TITLE INSURANCE COMPANY

American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE