New Owner: Wm. M. Whitely et ux
2513 Fairfax Ave.
Nashville, Tenn.

Tax Bills To: Same

BOOK 4540 PAGE 342

Map-Parcel Nos.
Map. 104-11
Par. 144
Pal

INSTALLMENT DEED

For and in Consideration of the sum of Nineteen Thousand Five Hundred and no/100 - - - - - - - - ($19,500.00) - Dollars, of which Four Thousand Five Hundred and no/100 - - - -($4,500.00) - - Dollars, has been paid in cash by William M. Whitely and wife, Parie Lee Whitely, the receipt of which is hereby acknowledged, and for the remainder of Fifteen Thousand and no/100 - - - - - - - - - ($15,000.00) - - - - - - - - - - - - - - - - - - Dollars, the said William M. Whitely and wife, Parie Lee Whitely, have executed their joint and several promissory note, of even date herewith, payable to the order of Daisy Rushing Moore in monthly installments of One Hundred Seventy Four and 17/100 Dollars ($174.17) which includes principal and interest at the rate of 7% per annum, which said note contains a provision that the holder may, on any paying date and at any time, declare the note due and payable in full by giving ninety (90) days written notice of such demand for payment to the makers

~~said notes~~ bearing seven per cent interest from date, 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, Daisy Rushing Moore, a widow,

have this day bargained and sold, and do hereby transfer and convey unto the said William M. Whitely and wife, Parie Lee Whitely, their - - - - - - - - - heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 14 on the Plan of Bransford Realty Company's Subdivision of the Edgar Jones Home Place, as of record in Book 421, page 7, Register's office for said County.

Said Lot No. 14 fronts 60 feet on the south side of Jones Avenue and runs back between parallel lines 185 feet to an alley.

Being the same property conveyed to Daisy Rushing Moore by deed from Charles T. McClothlin and wife, as of record in Book 1416, page 483 said Register's office.

Those agreements contained in the Contract of Sale dated Sept. 11, 1971 which are not inconsistent with this installment deed shall remain in full force and effect until performed.

THIS INSTRUMENT PREPARED BY: Ernest C. Matthews, III, Attorney, Suite 1133 Stahlman Bldg., Nashville, Tennessee 37201.

This is unimproved ( ) improved (X) property, know as 2513 Fairfax Avenue, Nashville, Tenn.
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said William M. Whitely and wife, Parie Lee Whitely, 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 taxes for the current year which have been prorated and assumed by Grantees. I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said William M. Whitely and wife, Parie Lee Whitely, 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 William M. Whitely and wife Parie Lee Whitely

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 William M. Whitely and wife, Parie Lee Whitely,

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 $ 15,000.00 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 William M. Whitely and wife Parie Lee Whitely, 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 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 William M. Whitely and wife Parie Lee Whitely 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 Daisy Rushing Moore, a widow and William M. Whitely and wife, Parie Lee Whitely hereunto set our hands at Nashville, Tennessee, this the 27th day of September 1971.

Daisy Rushing Moore

William M. Whitely

Parie Lee Whitely

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Sue Ellen Burgett, a Notary Public in and for said County and State, the within named Daisy Rushing Moore, a widow, and William M. Whitely and wife, Parie Lee Whitely,

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 27th day of September, 1971.

Sue Ellen Burgett, Notary Public.

Commission Expires 5/10/72

STATE OF _____

SEP 28	CONV	County.	19	500.00	
SEP 28	MORTG			15,000.00	
SEP 28	S TAX		A*	50.70	
SEP 28	S TAX		A*	13.00	
SEP 28	RFEE		A*	.50	
SEP 28	WDEED		A*	8.00	* 72.20

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 4540 PAGE 345

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)

INSTALLMENT DEED

FROM Daisy Rushing Moore, a widow

TO William M. Whitely et ux.

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

332163

IDENTIF. REFERENCE

SEP 28 10 21 AM '71

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
William M. Whitely et ux (NAME)	Same (NAME)	Map 104-11
2513 Fairfax Ave. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par. 114
Nashville, Tenn. (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	GW

THIS INSTRUMENT WAS PREPARED BY
Ernest C. Matthews, III, Atty.
Suite 1133 Stahlman Bldg.
Nashville, Tenn. 37201

mail

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 19,500.00 William M. Whitely
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 27th DAY OF Sept. 19 71.

Notary Public

MY COMMISSION EXPIRES: 2/10/72

(AFFIX SEAL)