Installment Deed

BOOK 1550 PAGE 946

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
J. Marshall Summar, Jr. & Earl W. Huffine	Huffine & Summar	15D32795
(NAME:)	(NAME:)	
3509-11 Golf Street	3915 Moss Rose Drive	Map 72-3
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee	Nashville, Tennessee	Par. 251
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Twenty One Thousand, Two Hundred, Seventy Five and no/100----------($21,275.00)-------- *Dollars, of which* Six Thousand, Two Hundred, Seventy Five and no/100----------($6,275.00)---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* the grantees agree to pay the remaining indebtedness of Fifteen Thousand and no/100----------($15,000.00)-------- *Dollars,*

the grantees, J. Marshall Summar, Jr. & Earl W. Huffine D/B/A Huffine & Summar *have executed* their promissory note of even date here with, payable to the order of Annie Ward Cunningham Canfield, in monthly installments as follows: on the first day of January, 1972; the sum of One Hundred Thirty Four and 82/100 dollars ($134.82) and thereafter the sum of One Hundred Thirty Four and 82/100 dollars ($134.82) on the first day of each succeeding month for a total of 180 installments. Then the last installment for the sum of One Hundred Thirty Four and 82/100 dollars ($134.82) being due on the first day of December, 1987. The installments include interest at the rate of seven per centum (7%) 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, Annie Ward Cunningham Canfield, a widow

have this day bargained and sold, and do hereby transfer and convey unto the said J. Marshall Summar, and Earl W. Huffine D/B/A Huffine and Summar their *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

LAND in Davidson County, Tennessee, being Part of Lot No. 2 on the Plan of the East Nashville Golf Club Property of record in Book 421, page 143, Register's Office for said County.

BEGINNING at a point in the center of Golf Club Avenue (now Golf Street) being the common corner of Lots Nos. 2 and 4 on said Plan; thence North 48 1/2 degrees West 222.75 feet to a point in the common line of Lots Nos. 1 and 2; thence with the line between said two lots, South 42 1/2 degrees West 206.25 feet to a point, the northwest corner of a part of said lot conveyed to R. D. Herbert and wife, to H. H. Horner and wife, by deed of record in Book 571, page 520, said Register's Office; thence with Horner's line South 48 1/2 degrees East 222.75 feet to the center line of said Golf Club Avenue (now Golf Street) thence with the same North 42 1/2 degrees East 206.25 feet to the point of beginning.

BEING the same property conveyed to Annie Ward Cunningham Canfield by deed from George M. Canfield of record in Book 1157, page 456, said Register's Office.

This instrument prepared by: Joel Riggs & Company 3813 Cleghorn Avenue Nashville, Tenn.

Grantors and Grantees herein agree that the following agreement is made a part of this instrument:

When the principal balance of the note in the original amount of $15,000.00 and referred to in this instrument is paid down to a remaining balance of $10,000.00 or less, the Grantees reserve the right to receive a relaease of the log house and approximately 120', so that this lien will remain only upon the primary brick dwelling and approximately 85' upon which it presently stands fronting Golf Street.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $21,275.00.

Corinne Luckett
Affiant

Subscribed and sworn to before me, this the 4th day of November, 1971.

Notary Public

My commission expires: October 29, 1975

This is unimproved ( ) improved (X) property, known as 3509-11 Golf Street (House Number) (Street) Nashville, Tennessee 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 J. Marshall Summar, Jr., and Earl W. Huffine D/B/A Huffine & Summar *(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 as before stated.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* J. Marshall Summar, Jr., and Earl W. Huffine D/B/A Huffine and Summar *(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 hercinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said J. Marshall Summar, Jr., and Earl W. Huffine D/B/A Huffine and Summar *hereinafter referred to as trustors, hereby transfer and convey unto* Harry E. Gray, 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 $15,000.00, *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 4th *day of* November, *19* 71

J. Marshall Summar, Jr.

Earl W. Huffine

D/B/A Huffine and Summar

Annie Ward Cunningham Canfield

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Joel Riggs, *a Notary Public in and for said County and State,* J. Marshall Summar, Jr., and Earl W. Huffine D/B/A Huffine & Summar, Annie Ward Cunningham Canfield

*the within named bargainor*s, *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* 4th *day of* November, *19* 71

Commission expires October 29, 1975

Joel Riggs *Notary Public*

STATE OF.....

COUNTY OF.....

Personally appeared before me, ...*, a Notary Public in and for said County and State,* .....

.....

the within named 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 }

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.....

NOV-5 71	CONV	21,275.00				
NOV-5 71	MORT'G	15,000.00				
NOV-5 71	S'TAX		A*	55.38		
NOV-5 71	S'TAX		A*	13.00		
NOV-5 71	PR'FEE		A*	.50		
NOV-5 71	W'DEED		A*	8.00	*	76.88

INSTALLMENT DEED

FROM
Annie Ward Cunningham Canfield

TO
J. Marshall Summar, Jr., and
Earl W. Huffine D/B/A Huffine
and Summar

B 3 6 8 5 1

IDENTIF. REFERENCE

NOV 5 9 16 AM '71

FELIX E. 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