Deed Prep Bill To Edward D. Sledge & R. BOOK 4565 PAGE 126
377 Tryon Avenue
Englewood N.J. 07631

FORM 169 INSTALLMENT DEED — TENNESSEE TITLE COMPANY

Map 76-P
Pd. 70-3
15 pw

FOR AND IN CONSIDERATION OF the sum of Seven Thousand Five Hundred($7,500.00)Dollars
DOLLARS

of which $ 2,200.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has executed his promissory note of even date to Isaiah T. Creswell and wife Pearl S. Creswell. Payable in two payments, one of Two Thousand Eight Hundred($2,800.00) Dollars and one of Twenty Five Hundred ($2,500.00) Dollars bearing 6% interest.
The first payment due and payable January 27, 1972 and the second payment January 27, 1973.

This deed was prepared by
Attorney J.F. McClellan
941 Jefferson Street
Nashville Tennessee

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $ 7500.00. Affiant Joseph G. Williams
Subscribed and sworn to before me this 30th day of Dec 19 71
Deputy Register D D Williams

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 conveyed,
by me Isaiah T. Creswell and wife Pearl S. Creswell

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto
Edward D. Sledge Sr./& wife Ruth C. Sledge
herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 87 on the Map of Haynes Height's, Section II, of record in Book 2331, page 59, Register'sOffice for said County. Said Lot No. 87 fronts 120.8 feet on the easterly side of Shreeve Lane and runs back 351.2 feet on the north line and 374.2 on the south line to a dead line, measuring 143 feet thereon.

Being the same property conveyed to Pearl S. Creswell, by deed from N. H. Barker, et al, as of record in Book 2875, page 321, said register's office.

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 herein do hereby transfer and convey unto Joseph G. Williams 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; or 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:

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 the grantee 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 29th day of December 19 71

Isaiah T. Creswell

Fred A. Creswell

x Edward D. Sledge, Sr.
EDWARD D. SLEDGE, SR.

x Ruth C. Sledge
RUTH C. SLEDGE

JEC30	CONV	*7,500.00			
JEC30	MORT'G	*5,300.00			
JEC30	S'TAX		A*	19.50	
JEC30	S'TAX		A*	3.30	
JEC30	PB'FEE		A*	.50	
JEC30	W'DEED		A*	4.00	* 27.30

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, Joseph G. Williams, a Notary Public in and for said County and State, the within named Isaiah T. Creswell & wife Pearl S. Creswell 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 this 29th day of December 1971

Commission Expires June 14, 1975 Notary Public.

RECORDER'S MEMO:
Legibility of Writing, Typing or Prin.
Document Unsatisfactory When Rec.

STATE OF New Jersey
COUNTY OF BERGEN

Personally appeared before me, Ann G. Franchi, a Notary Public in and for said County and State, the within named Edward D. Sledge & wife Ruth Sledge 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 Englewood this 27th day of December 1971

Commission Expires ANN G. FRANCHI NOTARY PUBLIC OF NEW JERSEY MY COMMISSION EXPIRES MAR. 22, 1976 Ann G. Franchi Notary Public.

INSTALLMENT DEED

FROM
ISAIAH T. CRESWELL Etux

TO
EDWARD D. SLEDGE SR. & Wife
RUTH C. SLEDGE

REGISTER'S OFFICE
STATE OF TENNESSEE
DAVIDSON COUNTY
Received for record this 30 day of DEC A. D. 19 71 at 2 26 PM o'clock
Noted in Deed Book 4565 Page 127
Recorded in Book Page
Recording Fee $
FEE 2.50 PAID ON DAVIDSON COUNTY REGISTER
GENERAL REFERENCE
County Register
By Dept. Reg.

Published by
TENNESSEE TITLE COMPANY
Nashville, Tenn.
Zone Office
LAWYERS TITLE INSURANCE CORPORATION
of Richmond, Virginia