Map. 133-3
Lot 174
pw

INSTALLMENT DEED

For and in Consideration of the sum of Fifteen Thousand Five Hundred and No/100 ---------- ($15,500.00) ---------- Dollars, of which three thousand six & 39/100 ----- ($3,006.39) ---------- Dollars, has been paid in cash by Robert W. Lashbrook, Sr. and wife, Muriel C. Lashbrook, the receipt of which is hereby acknowledged, and for the remainder twelve thousand four hundred ninety-three and 61/100 ------($12,493.61) ---------- Dollars, the said Robert W. Lashbrook, Sr. and wife, Muriel C. Lashbrook, have assumed and agreed to pay the remaining unpaid balance of $9,693.61 due on a certain note which is secured by a deed of trust of record in Book 3591, page 281, Register's Office for Davidson County, Tennessee, reference to which is here made, and in addition they have executed their note for $2,800.00, payable to grantors, or order, and payable in monthly installments of $51.57 each, including principal and interest at the rate of 4% per annum, beginning February 12, 1972, and continuing monthly until said note with interest thereon is fully paid,

~~all of said notes bearing six 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, we, Ben S. Parman and wife, Jo Elsie Parman,

have this day bargained and sold, and do hereby transfer and convey unto the said Robert W. Lashbrook, Sr. and wife, Muriel C. Lashbrook, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 200 on the Plan of Glencoe Acres, Section 2, as of record in Book 1835, pages 136, 137 and 138, Register's Office for said County, and more particularly described as follows:

Said Lot No. 200 fronts 106 feet on the northeasterly side of Marcus Drive and runs back between lines 166 feet on the northwesterly side and 157.3 feet on the southeasterly side to a dead line in the rear and measures 111.1 feet on said dead line.

Being the same property conveyed to Ben S. Parman and wife, Jo Elsie Parman, by deed from Leslie J. Ross and wife, Virginia S. Ross, as of record in Book 3570, page 425, said Register's Office.

This ~~is not~~ is improved ( ) property, know as 3312 Marcus Drive 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 Robert W. Lashbrook, Sr. and wife, Muriel C.Lashbrook, 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, except as hereinabove shown.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Robert W.Lashbrook,Sr.and wife,Muriel C. Lashbrook, 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 Robert W. Lashbrook, Sr. and wife,Muriel C. Lashbrook,

do hereby transfer and convey unto George B. Potts, 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 Robert W.Lashbrook,Sr. and wife,Muriel C.Lashbrook,

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 $12,000.00 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 grantees herein 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; if 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 grantees herein, their 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 George B. Potts, 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 Ben S. Parman and wife, Jo Elsie Parman and Robert W. Lashbrook, Sr. and wife, Muriel C. Lashbrook, hereunto set our hands at Nashville, Tennessee, this the 12 day of January, 1972.

× Ben S. Parman
× Jo Elsie Parman
× Robert W. Lashbrook Sr.
× Muriel C. Lashbrook

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Lois M. Houston, a Notary Public in and for said County and State, the within named Ben S. Parman and wife, Jo Elsie Parman and Robert W. Lashbrook, Sr. and wife, Muriel C. Lashbrook,

the 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 12 day of January, 1972.

Lois M. Houston, Notary Public.

Commission Expires Jan 18 1972

STATE OF _____
_____ County.

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 4571 PAGE 618

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)

JAN 24 72	CONV	15,500.00			
JAN 24 72	MORT'G	*2,800.00			
JAN 24 72	S'TAX		A*	40.30	
JAN 24 72	S'TAX		A*	.80	
JAN 24 72	PB'FEE		A*	.50	
JAN 24 72	W'DEED		A*	8.00	* 49.60

INSTALLMENT DEED

FROM
Ben S. Parman and wife,

Jo Elsie Parman

TO
Robert W. Lashbrook, Sr.
and wife,
Muriel C. Lashbrook

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

B 4 6 1 1 6

IDENTIF. REFERENCE

JAN 24 3 13 PM '72

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND-TAX BILLS TO:	MAP-PARCEL NUMBERS
Robert W. Lashbrook, Sr. et ux (NAME)	Rev. R. W. Lashbrook, Sr. (NAME)	133-3 174
3312 Marcus Drive (STREET ADDRESS OR ROUTE NUMBER)	3312 Marcus Drive (STREET ADDRESS)	54830 6DA
Nashville, Tenn. (CITY) (STATE) (P. O. ZIP)	Nashville, Tenn. (CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

J. L. Chrisman,
Attorney-at-Law
P. O. Box 986,
Nashville, Tenn.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$15,500.00 Robert W. Lashbrook
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 12 DAY OF January, 1972

Notary Public

MY COMMISSION EXPIRES: June 14 1975

(AFFIX SEAL)

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