BOOK 4573 PAGE 399

FORM 1004

INSTALLMENT DEED — TENNESSEE TITLE COMPANY

Map 104-6
Par. 179

Address New Owners
Cloverbottom Estates, Inc.
227 Second Ave., N.
Nashville, Tenn. 37201

Send Tax Bills:
Cloverbottom Estates, Inc.
Attn: Wallace S. Colquette
Nashville, Tenn. 37201

FOR AND IN CONSIDERATION OF the sum of Sixty thousand and No/100---------- DOLLARS
----------($60,000.00)----------

of which $30,000.00 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 its one promissory note of even date herewith for the principal sum of $30,000.00, payable to the order of Earl E. Coats and wife, Carrie Josephine Fitzgerald Coats, in consecutive monthly installments of $333.07 each, including principal and interest at the rate of 6% per annum, beginning on the 1st day of March, 1972, and thereafter in succeeding monthly installments each for like amount, payable on the same day of each following month until said principal sum and interest thereon are paid in full,

I hereby offer this instrument for record and swear or affirm that to the best of my knowledge and belief the greater of the actual consideration for or value of the property interest herein transferred is $60,000.00

T. W. Cowan
Affiant

State of Tennessee)
County of Davidson)

Sworn to and subscribed before me this 31st day of January, 1972.

Virginia R. Runion
Notary Public, in and for the aforesaid State and County.

My commission expires: 2-1-75

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,

Earl E. Coats and wife, Carrie Josephine Fitzgerald Coats,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Cloverbottom Estates, Inc., its successors

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 9 on the Plan of Bransford Realty Company's West End Avenue Place, as of record in Book 332, page 15, Register's Office for said County.

Said Lot No. 9 fronts 51.75 feet on the southerly side of West End Avenue and runs back between parallel lines 150 feet to an alley.

Being the same property conveyed to Earl E. Coats and wife, Carrie Josephine Fitzgerald Coats, by deed from Margie J. Wilkerson, an unmarried woman, Trustee, of record in Book 4037, page 964, said Register's Office.

This is improved property and known as 3305 West End Ave., Nashville, Tenn. Said property is sold subject to taxes for the current year which have been pro-rated and assumed by the Grantee, and likewise subject to existing leases which have also been pro-rated.

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 J. G. Lackey, Jr., 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 insurable value 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; 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 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:

This instrument prepared by:
STEPHENSON, LACKEY & HOLMAN
First Federal Building
Nashville, Tenn. 37219

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 advise 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 grantees 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 31st day of January 19 72

CLOVERBOTTOM ESTATES, INC.

By T. W. Comer
T. W. Comer, President

Earl E. Coats
Earl E. Coats

Carrie Josephine Fitzgerald Coats
Carrie Josephine Fitzgerald Coats

FEB-1-72	CONV	60,000.00		
FEB-1-72	MORT'G	30,000.00		
FEB-1-72	S'TAX		A* 156.00	
FEB-1-72	S'TAX		A* 28.00	
FEB-1-72	PR'FEE		A* .50	
FEB-1-72	W'DEED		A* 4.00	* 188.50

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, VIRGINIA R. RUNION, a Notary Public in and for said County and State, the within named Earl E. Coats and wife, Carrie Josephine Fitzgerald Coats 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, Tenn. this 31st day of January 1972

Commission Expires 2-1-75 Virginia R. Runion Notary Public.

STATE OF TENNESSEE
DAVIDSON County

Before me, VIRGINIA R. RUNION, a Notary Public within and for the State and County aforesaid, personally appeared T. W. Comer with whom I am personally acquainted and who upon {his oath / their oath} acknowledged {himself / themselves} to be the President respectively of the Cloverbottom Estates, Inc. the within named bargainor, a corporation, and that {he / they} as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said T. W. Comer as such President.

WITNESS my hand and official seal at office at Nashville, Tennessee, on this the 31st day of January 1972

My commission expires 2-1-75 Virginia R. Runion Notary Public

INSTALLMENT DEED

FROM EARL E. COATS, ET UX

TO CLOVERBOTTOM ESTATES, INC.

REGISTER'S OFFICE
STATE OF TENNESSEE
DAVIDSON COUNTY
Received for record this day of A. D. 19 at o'clock M.,
Noted in Book Page
Recorded in Book Page
Recording Fee $
By Dept.-Reg.

B 4 7 0 2 6 County Register

IDENTIF. REFERENCE

FEB 2 42 PM '72

FELOX Z WISE REGISTER
DAVIDSON COUNTY, TENN.

Published by

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

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