Installment Deed

This instrument prepared by R.R.Hedgepath,Atty.,802-51st Ave.No.Nashville,Tenn

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Jesse Houchin, et ux	Jesse Houchin, et ux	Map 4E
(NAME:)	(NAME:)	Pc Par 65
5001 Drakes Branch Rd.	5001 Drakes Branch Rd.	
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS) BOOK 4575 PAGE	852
Nashville, Tenn.	Nashville, Tenn.	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	pw

FOR AND IN CONSIDERATION of the sum of Three Thousand ($3,000.00) and 00/100 *Dollars,*

of which Six Hundred and 00/100 ($600.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Twenty-Four Hundred and 00/100 ($2400.00) *Dollars,*

Jesse Houchin and wife, Frances Houchin,

have executed

their joint installment deed note of even date herewith in the principal sum of $2400.00, payable to the order of William M. Swafford, Sr., and wife, Pirleen Swafford. Said note is payable in 48 monthly installments of $58.60 each, the first payment being due and payable on April 1, 1971. Said payments include principal and interest at the rate of 8% per annum.

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $ 3,000.00, Affiant James Houchin

Subscribed and sworn to before me this 11th day of February 1972

Deputy Register D. Hood

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, we, William M. Swafford, Sr., and wife, Pirleen Swafford,

have this day bargained and sold, and do hereby transfer and convey unto the said Jesse Houchin and wife, Frances Houchin, hereinafter referred to as grantees, their *(successors), heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows:

A tract of land in the 13th, formerly the 23rd Civil District of Davidson County, Tennessee, described as follows:

Beginning at a stake and iron pin in the east side of a driveway leading to the former W. M. Swafford homesite, south 4° 30' West 375 feet to an iron pin; thence North 34° 30' West 337 feet to an iron pin; thence North 5° 30' East 565 feet to a fence post; thence South 58° 00' East 110 feet to a 30 inch Oak and iron pin; thence South 61° 15' East 175 feet to an iron pin; thence South 5° 15' West 65 feet to an iron pin; thence South 80° 00' East 72 feet to the point of beginning; the same containing 3 acres, more or less, being part of lot No. 8 in subdivision of the W. J. Drake land of record in Minute Book "J", Pages 396 and 397, County Court for said County.

Being a part of the land conveyed to William Swafford, Sr., and wife, Pirleen Swafford, by deed from William Swafford, Jr., and wife, Mary Swafford, of record in Book 4338, Page 330, Register's Office for Davidson County, Tennessee.

B 4 8 1 5 3

IDENTIF. REFERENCE

BOOK 4575 PAGE 853

FEB 11 9 58 AM '72

FELIX 2. WILSON JR REGISTER
DAVIDSON COUNTY, TENN.

FEB 11 72	CONV	*3,000.00			
FEB 11 72	MORT'G	*2,400.00			
FEB 11 72	S'TAX		A*	7.80	
FEB 11 72	S'TAX		A*	.40	
FEB 11 72	W'DEED		A*	6.00	* 14.70
Feb. 72. P. Fee				.50	

This is unimproved ( ) improved (X) property, known as 5001 Drakes Branch Road, Nashville, Tennessee
(House Number) (Street) 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 Jesse Houchin and wife, Frances Houchin, their *(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 asappears of record.

We *further covenant and bind* ourselves and our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Jesse Houchin and wife, Frances Houchin, their *(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 hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said grantees *hereinafter referred to as trustors, hereby transfer and convey unto* Richard R. Hedgepath, *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 $ 3,000.00, *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.

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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 19th *day of* April, *19* 71

JESSE HOUCHIN

Frances Houchin

William M. Swafford SR

WITNESS mark of Pirleen Swafford

Diana N McElwan

her
Pirleen X Swafford
mark

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Richard R. Hedgepath, *a Notary Public in and for said County and State,* William M. Swafford, Sr. and wife, Pirleen Swafford, and Jesse Houchin and wife, Frances Houchin

*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* 19th *day of* April, *19* 71

Richard R. Hedgepath
Notary Public

Commission expires 3-10-75