BOOK 4582 PAGE 899

MAIL TO: JIM STEVENS RLTY. AUCTION
3937 GALLATIN RD. NASHVILLE, TENN.

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM

John Bottom, Trustee

TO

J. D. Phelps, Jr. and wife,

Maria T. Phelps

For draftsman's use

This Instrument prepared by:

Henry K. Buckner, Jr.
3937 Gallatin Rd.
Nashville, Tenn. 37216

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
J. D. Phelps, Jr. (NAME)	Same (NAME)	Map 127-10
8232 Hwy. 70S (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par 7
Nashville, Tenn. 37221 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	9D-01057

(FOR REGISTER'S USE)

IDENTIF. REFERENCE T

MAR 10 2 03 PM '72

FELIX A. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

B5154 5

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 7,500.00 J. D. Phelps Jr.
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 2nd DAY OF March 19 72.

Notary Public

MY COMMISSION EXPIRES: My Commission Expires Nov. 20, 1972

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of SEVEN THOUSAND FIVE HUNDRED AND NO/100---------- ($7,500.00) DOLLARS

of which $ 500.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have this day executed their one promissory note in the principal sum of $7,000.00, payable to the order of John Bottom, Trustee, in consecutive monthly installments of $107.37, including principal and interest, interest being at the rate of 7½% per annum on the unpaid principal sum which shall from time to time remain unpaid, and the balance to be applied to the payment of the principal sum until the entire amount, both principal and interest, has been paid. The first installment payment shall become due and payable on or before April 2, 1972, and thereafter, said consecutive monthly installment payments shall continue as aforesaid. Amounts will be credited first to interest accrued; the balance will be credited to the amount of unpaid principal sum.

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,

John Bottom, Trustee with full power to sell, encumber and convey without the joinder of any beneficiary

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

J. D. Phelps, Jr. and wife, Maria T. Phelps

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

Land in Davidson County, Tennessee, being Lot No. 21 on the Plan of Merrymount Acres, Section One, as of record in Book 3700, Page 17, Register's Office for said County, and being more particularly described as follows:

Beginning at a point in the northeasterly margin of Highway 70S, the common front corner of Lots Nos. 21 and 22 as shown on the aforesaid plan; thence northwestwardly with the margin of Highway 70S a distance of 470.75 feet to the center line of Buffalo Creek; thence with the meanders of Buffalo Creek northeastwardly 805 feet more or less, to a point; thence 6.05 feet to a P.K. in a rock; thence southwestwardly along the line between Lots Nos. 21 and 22, 620.1 feet to the point of beginning.

Being the same property conveyed to John Bottom, Trustee, with full power to sell, encumber and convey without the joinder of any beneficiary, by deed from Cecil F. Fox and wife, Sara P. Fox, of record in Book 4079, Page 614, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to restrictive covenants of record in Book 3910, page 809, said Register's Office; owner's certificate, a 150 foot minimum building setback line from Hwy. 70S and a 10 foot easement for public utility and drainage purposes as shown on said plat, and utility anchor easements as shownon Plan of record in Book 3700, page 17, said Register's Office.

This is unimproved ( ) improved (X) property, known as Highway 70S Nashville, Tennessee
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

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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 Tom G. Coleman, 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 / interest 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:

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 2nd day of March 19 72

John Bottom Trustee

J. D. Phelps Jr.

Maria T. Phelps

MAR 10 72 CONV *7,500.00
MAR 10 72 MORT'G *7,000.00
MAR 10 72 S'TAX A* 19.50
MAR 10 72 S'TAX A* 5.00
MAR 10 72 PR'FEE A* .50
MAR 10 72 DEED A* 4.00 * 29.00

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Jean Stevens, a Notary Public in and for said County and State, the within named John Bottom, Trustee and J. D. Phelps Jr. and Maria T. Phelps, 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 Tennessee, this 2nd day of March, 1972

Jean Stevens, Notary Public

My Commission Expires Nov. 20, 1972
Commission expires

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, JACK E. PHELPS, a Notary Public in and for said County and State, the within named Maria T. Phelps

the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville (Davidson) Tennessee, Tennessee, this 2 day of March, 1972

Jack E. Phelps, Notary Public.

Commission expires 11-4-74