# Installment Deed

| ADDRESS NEW OWNER (S), AS FOLLOWS: | SEND TAX BILLS TO: | MAP PARCEL NUMBERS |
|---|---|---|
| Clara B. Collins | Same | Map 133-7 |
| (NAME) | (NAME) BOOK 4586 PAGE 23 | Par. 52 |
| 210 Wheeler Ave. | | |
| (STREET ADDRESS OR ROUTE NUMBER) | (STREET ADDRESS) | |
| Nashville 37211 Tenn. | | |
| (CITY) (P. O. ZONE) (STATE) | (CITY) (ZONE) (STATE) | |

*FOR AND IN CONSIDERATION of the sum of* EIGHTEEN THOUSAND AND NO/100--------

($18,000.00)----------*Dollars,*

*of which* NINE THOUSAND AND NO/100 ($9,000.00)----------

----------*Dollars, has been paid in cash,*

*the receipt of which is hereby acknowledged, and for the remainder* NINE THOUSAND AND NO/100------

--------($9,000.00)----------*Dollars,*

Clara Blanche Collins *has* S *executed* an installment deed note of even date in the amount of NINE THOUSAND AND NO/100 ($9,000.00) DOLLARS payable to the order of Ernest V. Keith and Eunice Ann Keith Parks in 240 monthly installments of SIXTY-FOUR AND 48/100 ($64.48) DOLLARS each, with the first installment due and payable one month from even date and a like amount on the same date of each succeeding month thereafter until the entire amount, both principal and interest, has been paid in full. Said note bears interest at the rate of 6% per annum and monthly installments include interest.

*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,*

Ernest V. Keith and Eunice Ann Keith Parks

*have this day bargained and sold, and do hereby transfer and convey unto the said*

Clara Blanche Collins,

her ~~successors~~ *heirs and assigns,*

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

Being the western portion of Lot No. 39 and the eastern portion of Lot No. 38 in the Plan of Hinchey Petway as of record in Minute Book "I", page 442, in the Chancery Court of Nashville, Tennessee; and described as follows:

Beginning in the center of Wheeler Avenue at a point 210 feet 7 inches westwardly from the southeast corner of Lot No. 39 in the aforesaid plan of Hinchey Petway, being the southwest corner of the property of T. W. Bratton and running thence along the center of Wheeler Avenue, a distance of 210 feet 7 inches to a point in the center of Wheeler Avenue; thence northwardly along a line parallel to and 8 feet 8 inches west of the dividing line between Lots Nos. 39 and 38 of the aforesaid plan, a distance of 1034.22 feet to the north line of Lot No. 38; thence eastwardly along the north line of Lots Nos. 38 and 39, a distance of 210

(Continued)

This Instrument Was Prepared By
Phillips Saindon (emp)
Of The Law Firm Pedigo & Saindon
Stahlman Building: Nashville, Tennessee

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 18,000.00

Subscribed and sworn to before me, this the 19th day of February 19 72

Clara B. Collins
Affiant

My commission expires: Nov. 1, 1972
(Affix Seal)

Edward W. Hill
Notary Public

E. W. HILL NOTARY PUBLIC DAVIDSON COUNTY, TENN.

feet 7 inches to a point 210 feet 7 inches west of the northeast corner of Lot No. 39; thence southwardly parallel to the east line of Lot No. 39 along the west line of T. W. Bratton property, a distance of 1034.22 feet to the center of Wheeler Avenue, the point of beginning, containing 5 acres.

Being the same property conveyed to Ernest V. Keith and wife, Blanche M. Keith, by deed from J. D. Quarles and wife, Laura M. Quarles, of record in Book 620, page 775, Register's Office for Davidson County, Tennessee. The said Blanche M. Keith is now deceased. Ernest V. Keith deeded a remainder interest to Eunice Ann Keith Parks, and reserved a life estate to himself, as of record in Book 4487, page 204, said Register's Office.

Included in the above described property but expressly excluded therefrom are two tracts of land which have been previously conveyed by Ernest V. Keith, et ux, as follows:

One: Land in the 6th, formerly the 9th, Civil District of said County, being part of Lot No. 39 on the Plan of the Hinchey Petway Property, as of record in Minute Book "I", page 442, Chancery Court at Nashville, described as follows:

Beginning in the center of Wheeler Avenue at a point 210 feet 7 inches west of the southeast corner of said Lot No. 39, being the southwest corner of the property conveyed to T. W. Bratton and wife, by deed from J. D. Quarles and wife, of record in Book 609, page 280, Register's Office for said County; thence with the center of said avenue westwardly 100 feet; thence at right angles northwardly 200 feet; thence at right angles eastwardly 100 feet to the westerly line of said Bratton property; thence with said line southwardly 200 feet to the beginning. Being the same property conveyed to Martha W. Pulley by deed from Ernest V. Keith and wife, Blanche M. Keith, of record in Book 1281, page 695, Register's Office for Davidson County, Tennessee.

Two: Being part of Lots Nos. 38 and 39 on the Plan of Hinchey Petway Property, as of record in Minute Book "I", page 442, Chancery Court at Nashville, described as follows:

Beginning at the northeast corner of the property conveyed to Martha W. Pulley by deed from Ernest V. Keith and wife of record in Book 1281, page 695, Register's Office for said County; thence northwardly 834.22 feet to the north line of Lot No. 39; thence with the north line of Lots Nos. 38 and 39 westwardly 210 feet 7 inches; thence southwardly 834.22 feet to a point 200 feet north of the center of Wheeler Avenue; thence eastwardly 210 feet 7 inches to the beginning. Being the same property conveyed to E. B. Pulley and wife, Martha W. Pulley, by deed from Ernest V. Keith and wife, Blanche M. Keith, of record in Book 1975, page 68, Register's Office for Davidson County, Tennessee.

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|---|---|---|---|---|---|---|
| MAR 23 72 | CONV | 18,000.00 | | | | |
| MAR 23 72 | MORT'G | *9,000.00 | | | | |
| MAR 23 72 | S'TAX | | A* | 46.80 | | |
| MAR 23 72 | S'TAX | | A* | 7.00 | | |
| MAR 23 72 | PR'FEE | | A* | .50 | | |
| MAR 23 72 | W'DEED | | A* | 8.00 | * | 62.30 |

unimproved ( )
This is improved ( ) property, known as ..... (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* Clara Blanche Collins, her ~~XXXXXXXX~~, *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 said real estate to said* Clara Blanche Collins, her ~~XXXXXXXX~~ *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* Clara Blanche Collins, *hereinafter referred to as trustors, hereby transfer and convey unto* Phillip Saindon, *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 $....., 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.*

*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* 19 *day of* February, *19* 72.

B 5 2 9 5 9

IDENTIFICATION REFERENCE

MAR 23 9 35 AM '72

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Clara Blanche Collins

Ernest V. Keith

Eunice Ann Keith Parks

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

*Personally appeared before me,* Edward W. Hill, *a Notary Public in and for said County and State,* Ernest V. Keith and Eunice Ann Keith Parks, and Clara Blanche Collins, *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* February, *19*72.

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

*Commission expires* Nov. 1, 1972

Edward W. Hill *Notary Public*