Mail to [illegible]
3610 Murphy Rd.
Nashville, Tenn. 37209

Installment Deed

THIS INSTRUMENT PREPARED BY
DEARBORN & EWING, ATTORNEYS
400 COMMERCE UNION BANK BUILDING
NASHVILLE, TENNESSEE 37219

BOOK 4599 PAGE 820

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP & PARCEL NUMBERS
James W. Carell	Same	
2928 West End Ave (NAME)	" (NAME)	Map 92 11
Nashville Tenn 37203. (STREET ADDRESS OR ROUTE NUMBER)	" (STREET ADDRESS)	Par. 288
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Eighty Thousand and NO/100 Dollars ($80,000.00) ~~Dollars,~~

of which Fifteen Thousand and NO/100 Dollars ($15,000.00) ~~Dollars~~ *has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Sixty-Five Thousand and NO/100 Dollars ($65,000.00) ~~Dollars,~~

James W. Carell, hereinafter referred to as Grantee, has *executed* his promissory note, of even date herewith, payable to the order of Hermitage Homes, Inc., a Tennessee corporation, hereinafter referred to as Grantor, providing for payment of interest only, at the rate of six percentum (6%) per annum, for two (2) years, and, beginning May 1, 1975, principal payments of Six Thousand Five Hundred Dollars ($6,500.00) each, annually for ten (10) years, the last payment being due and payable on May 1, 1984, and, with each such principal payment, interest on the unpaid principal balance at the rate of six percentum (6%) per annum.

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, Grantor has *this day bargained and sold, and do hereby transfer and convey unto the said* Grantee, his ~~heirs~~ *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Tract 1: Land in Davidson County, Tennessee, being lots Nos. 137 and 138, of Block No. 10, Division "B", of Murphy Land Company's Property, a plan of which is of record in Book 161, page 126, Register's Office for said County. Said plan shows said property subdivided into blocks, but does not show the blocks subdivided into small lots. According to a printed copy of an unregistered plan subdividing said blocks into lots, said lots Nos. 137 and 138 front together 100 feet on the easterly margin of 22nd Avenue North, formerly Felder Avenue, and run back between parallel lines 168 feet to an alley. Being the same property which was conveyed to Hermitage Homes, Inc. by deed of Otto S. Jacobs and James Trebing, of record in Book 2481, page 65, Register's Office for Davidson County, Tennessee.

Tract 2: Being Lot No. 139, a part of Block 10, Division "B", on the Plan of Murphy Land Company Property, as of record in Book 161, page 126, Register's Office for said County, and described as follows: Beginning in the eastern margin of 22nd Avenue North, formerly Felder Avenue, 206 feet north of the northeast corner of 22nd Avenue North and Murphy Avenue; thence easterly 168 feet parallel with Murphy Avenue to an alley; thence northwardly 50 feet along said alley; thence westerly 168 feet parallel with Murphy Avenue to the eastern margin of 22nd Avenue North; thence southwardly 50 feet along said Avenue to the beginning. Being the same property which

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater for this transfer is 80,000.00

Subscribed and sworn to before me, this the 10 day of May 1972

Robert T. Calhoun
Affiant

My commission expires: Dec. 12, 1973
(Affix Seal)

Margaret L. Delmar
Notary Public

was conveyed to Hermitage Homes, Inc. by deed of R. D. Martin and wife, Nellie Angeline Martin, of record in Book 2692, page 639 Register's Office for Davidson County, Tennessee.
This property is conveyed subject to 1972 taxes, which are to be prorated and payment thereof assumed by grantees.
This is improved property, known as 338, 340-342 22nd Avenue, North, Nashville, Tennessee.

BOOK 1599 PAGE 821

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, his heirs and assigns forever. Grantor covenants that it is lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same in unencumbered, except as shown above.

Grantor further covenants and binds itself, its successors and assigns, to warrant and forever defend the title to said real estate to said Grantee, his 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 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 Grantee, joined by his wife, Eileen Carell, who joins herein for the sole purpose of releasing and relinquishing any and all right, title and interest in said property by way of homestead, dower, or otherwise, and for no other purpose, Grantee, hereinafter referred to as trustor, hereby transfers and conveys unto Robert T. Coleman, 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.

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 ..... (successors), heirs and assigns forever ..... covenant that ..... lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered .....~~

~~..... further covenant and bind ..... heirs and representatives, to warrant and forever defend the title to said real estate to said .....~~

~~..... (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 .....~~

~~..... hereinafter referred to as trustor, hereby transfer and convey unto ..... 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:~~

Trustor agrees 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 $ 65,000.00, 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.

Trustor further agrees 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 trustorX 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 X percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby. 10

Now, if trustorsX 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, trustorX failSto 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 trustorsXXXX order, representatives or assigns. his

In case of the death, absence, inability, or refusal to act of said trustee at any time when action under the foregoing power and truste 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 1st *day of* May, *19*72

HERMITAGE HOMES, INC.

By Robert T. Coleman

President

James W. Carell

Eileen P. Carell

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Undersigned, *a Notary Public in and for said County and State,* James W. Carell and wife, Eileen Carell,

*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* 15 *day of* May, *19*72.

Margaret L Nelms
Notary Public

Commission expires November 12, 1973

ATE OF.....
UNTY OF.....

Personally appeared before me, ...*, a Notary Public in and said County and State,* .....

.....

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

Witness my hand and official seal at.....,
.....*day of*....., *19*.....

.....*Notary Public*

nmission expires.....

ATE OF TENNESSEE }
UNTY OF DAVIDSON }

Before me, Undersigned, *a Notary Public of the State and*
nty aforesaid, personally appeared Robert T. Coleman,
h whom I am personally acquainted, and who, upon oath, acknowledged him *self to be* President
of the Hermitage Homes, Inc.,
within named bargainor, a corporation, and that he *as such* President,
g authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of corporation by him *self as* President

Witness my hand and seal, at office in Nashville, Tennessee,
14 *day of* May, *19*72

nmission expires December 12, 1973 Margaret E Nelms *Notary Public*

INSTALLMENT DEED

FROM

HERMITAGE HOMES, INC., a

Tennessee corporation

TO

JAMES W. CAREIL

B 5 8 7 1 2

IDENTIF. REFERENCE

MAY 9 1 48 PM '72

FELIX Z. WILSCHUT, REGISTER
DAVIDSON COUNTY, TENN.

Enveloped

Compliments of

GUARANTY TITLE
Office of
CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

MAY-9'72	CONV	80,000.00	-		
MAY-9'72	MORT'G	65,000.00			
MAY-9'72	S'TAX		A*	208.00	
MAY-9'72	S'TAX		A*	63.00	
MAY-9'72	PR'FEE		A*	.50	
MAY-9'72	M'DEED		A*	8.00	* 279.50