K 4600

Book T/4600

INSTALLMENT DEED BOOK 4600 PAGE 1

For and in Consideration of the sum of THREE-THOUSAND, SEVEN-HUNDRED, SEVENTEEN AND 40/100 ($3,717.40)----------Dollars, of which FIVE-HUNDRED AND NO/100 ($500.00)----------Dollars, has been paid in cash by Betty Jo True, unmarried, the receipt of which is hereby acknowledged, and for the remainder THREE-THOUSAND, TWO-HUNDRED, SEVENTEEN AND 40/100 ($3,217.40)----------Dollars, the said Betty Jo True, unmarried has this day executed her one promissory note in the principal sum of $3,217.40 payable to the order of Catherine L. Proctor, payable in consecutive monthly installments of $50.00 each, including interest, interest being at the rate of 8% 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 on the principal sum and interest shall become due and payable on or before June 1, 1972, and thereafter said consecutive monthly installments shall continue as aforesaid. Amounts paid will be credited first to interest accrued; the balance will be credited to the amount of unpaid principal sum.

all of said notes bearing ~~six~~ 8% per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, Catherine L. Proctor

have this day bargained and sold, and do hereby transfer and convey unto the said Betty Jo True, unmarried her heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in the 14th, formerly 24th Civil District of Davidson County, Tennessee, being part of Tract No. 6 on the Map of the Subdivision of the Weaver-Harris etal Lands, as of record in Plan Book 2, Page 183, Chancery Court at Nashville, described according to a survey made by C. J. Carney, Surveyor, October 13, 1960, as follows:

Beginning at a point in Wilkinson Road, the southwest corner of this tract and the northwest corner of the tract conveyed to George Robert Milliken, by deed of record in Book 2241, Page 601, Register's Office for Davidson County, Tennessee; thence with Milliken's northerly line North 68 degrees 15 minutes East 190 feet to a point; thence North 33 degrees East 195 feet to a point; thence North 34 degrees 30 minutes East 128 feet to a point; thence North 67 degrees West 373 feet to a point in Wilkinson Road; thence with said Road South 14 degrees 45 minutes West 160 feet to a point; thence South 1 degree East 66 feet to a point; thence South 42 degrees West 89 feet to a point; thence South 22 degrees East 330 feet to the point of beginning, containing 2.8 acres more or less.

Being the same property conveyed to Catherine Proctor, by deed from Ben A. Overton, Jr., and wife, Bessie C. Overton, of record in Book 4584, Page 582, Register's Office for Davidson County, Tennessee.

That the said Catherine Proctor and Catherine L. Proctor are one and the same person.

unimproved ( )
This is improved ( ) property, know as _____ (House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Betty Jo True, unmarried her heirs and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

I further covenant and bind myself and my heirs and representatives, to warrant and forever defend the title to said real estate to said Betty Jo True, unmarried her 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 me in hand paid, I, the said Betty Jo True, unmarried

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.

I, the said Betty Jo True, unmarried 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 interst may appear.

I 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 I 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 I, the said Betty Jo True, unmarried 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 I 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; I 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 trust conveyance. I 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. I 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 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 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 borrowers 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 Tom G. Coleman, Jr., Trustee, shall be vested in said successor.

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 Catherine L. Proctor and Betty Jo True, unmarried hereunto set our hands at Nashville, Tennessee, this the 5 day of May 19 72

Catherine L. Proctor

Betty Jo True

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Barbara Hackett, a Notary Public in and for said County and State, the within named Catherine L. Proctor

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 Tennessee, this 5th day of May, 1972

Commission Expires May 1, 1974

Barbara Hackett, Notary Public

STATE OF TENNESSEE
DAVIDSON County.

Personally appeared before me, Barbara Hackett, a Notary Public in and for said County and State, the within named Betty Jo True, unmarried

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 this 5th day of May, 1972

Commission Expires May 1, 1974

Barbara Hackett, Notary Public

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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4600

Before me, ... , a Notary Public of the State and County aforesaid, personally appeared ..... , with whom I personally acquainted, and who, upon oath, acknowledged ..... self to be ..... of the ....., the within named bargainor, a corporation, and that ..... he as such ....., being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by ..... self as .....

Witness my hand and seal, at office in ....., this ..... day of ....., 19 ....

..... , Notary Public.

Commission expires .....

(over for additional acknowledgements)

MAY 10 72	CONV	*3,717.40			
MAY 10 72	MORT'G	*3,217.40			
MAY 10 72	S'TAX		A*	9.62	
MAY 10 72	S'TAX		A*	1.20	
MAY 10 72	REG FEE		A*	.50	
MAY 10 72	W'DEED		A*	8.00	* 19.32

INSTALLMENT DEED

FROM Catherine L. Proctor

TO Betty Jo True, unmarried

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

B 5 8 7 8 1

IDENTIF. REFERENCE

MAY 10 8 41 AM '72

FELIX Z. WILSON JR REGISTER
DAVIDSON COUNTY, TENN.

Mail See Below

TOWLES CO., NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Betty Jo True (NAME)	New Owner (NAME)	Map 15
6281 Eatons Creek Rd. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par 86
Joelton Tenn. 37080 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	14D-28825

THIS INSTRUMENT WAS PREPARED BY

TOM G. COLEMAN, JR.
ATTORNEY AT LAW
1720 Parkway Towers
Nashville, TEnnessee 37219

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 3717.40 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 5th DAY OF May, 19 72

My Comm. Expires Dec. 12, 1973 Notary Public

MY COMMISSION EXPIRES: .....

(AFFIX SEAL)