BOOK 4612 PAGE 903

Installment Deed

Prepared and approved by
Grissim and Short
by _____

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Joseph I, Herrud et ux	Lomas & Nettleton Company	
(NAME:) 9820 Overcrest Dr.	(NAME:) 326 Third Avenue North	147-6
(STREET ADDRESS OR ROUTE NUMBER) Nashville Tenn.	(STREET ADDRESS) Nashville, Tennessee	B/pd
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

37211

FOR AND IN CONSIDERATION of the sum of Thirty Thousand and no/100---------- ($30,000.00)---------- Dollars, of which Five Thousand ($5,000.00)---------- Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder Twenty-five Thousand---------- ($25,000.00)---------- Dollars, Joseph I. Herrud and wife, Sadie N. Herrud have agreed

assumed and agreed to pay the remaining balance due on a note secured by a deed of trust to Murphree Mortgage Company of record in Book 3738, page 483, R.O.D.C. and have given two notes of even date payable as follows: 1. One note in the principal amount of $2,189.99 bearing no interest is to be payable on or before 90 days from date of deed. 2. An installment deed note in the principal amount of $8,000.00, bearing interest at the rate of 6% per annum for a period of ten years to be paid at the rate of $88.82 per month, said payments include principal and 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, R. B. Randall and wife, Mary H. Randall

have this day bargained and sold, and do hereby transfer and convey unto the said Joseph I. Herrud and wife, Sadie N. Herrud their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 12 on the Plan of Section I, Revised, Caldwell Hall, as of record in Book 2900, pages 57, 58 and 59, Register's Office for said County, and described as follows:
BEGINNING at a point in the easterly margin of Overcrest Drive at the corner of Lots 11 and 12; thence with the line between said lots, easterly 136.7 feet to a corner of Lot No. 13; thence with the line between lots Nos. 12 and 13, northerly 135.5 feet to the south margin of Milner Drive; thence with the margin of the same, westerly 97.57 feet to the beginning of a curve; thence around said curve, southwesterly 36.7 feet to the margin of Overcrest Drive; thence with the margin of the same, southerly 80.9 feet to the point of beginning.
BEING the same property conveyed to R. B. Randall and wife, Mary H. Randall by deed from Rhea E. Little and wife, as of record in Book 4355, page 592, said Register's Office.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $ 30,000.00

Affiant

Subscribed and sworn to before me, this the 17th day of June 19 72

Notary Public

My commission expires: 8-18-75
(Affix Seal)

This is { } unimproved { } 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 Joseph I. Herrud and wife, Sadie N. Herrud 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 as set out above and 1972 taxes which grantees assume We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Joseph I. Herrud and wife, Sadie N. Herrud 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 Joseph I. Herrud and wife, Sadie N. Herrud hereinafter referred to as trustors, hereby transfer and convey unto J. M. Grissim, 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 [illegible] loss, if any, 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 Registers 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.

Witness our *hand* S *this* 17th *day of* June, *19* 72 *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

R. B. Randall — Joseph I. Herrud

Mary H. Randall — Sadie N. Herrud

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Virginia Phillips, *a Notary Public in and for said County and State,* R. B. Randall and wife, Mary H. Randall and Joseph I. Herrud and wife, Sadie N. Herrud

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* 17th *day of* June, *19* 72

Commission expires 8-18-75 — Virginia Phillips *Notary Public*

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

JUN22 72 CONTG 10,189.99
JUN22 72 S'TAX A* 78.00
JUN22 72 S'TAX A* 8.20
JUN22 72 PRFEE A* .50
JUN22 72 DEED A* 4.00 * 90.70

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

_____ *Notary Public*

Commission expires _____

Send to Grantee's Address

INSTALLMENT DEED

FROM R. B. Randall et ux

TO Joseph I. Herrud et ux

B 64675

IDENTIF. REFERENCE

JUN 22 3 35 PM '72

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

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