Map 133-2
Par. 65

INSTALLMENT DEED BOOK 4618 PAGE 160

For and in Consideration of the sum of FIFTEEN THOUSAND SEVEN HUNDRED NINETY AND NO/100-----------($15,790.00)----------Dollars, of which THREE HUNDRED FORTY AND NO/100--------($340.00)----------Dollars, has been paid in cash by Oakley W. Mangrum and wife, Betty B. Mangrum the receipt of which is hereby acknowledged, and for the remainder FIFTEEN THOUSAND FOUR HUNDRED FIFTY AND NO/100----------($15,450.00)----------Dollars, the said Oakley W. Mangrum and wife, Betty B. Mangrum have executed their one note of even date herewith for the original principal amount of $15,450.00, payable to the order of Mary D. March, in monthly installments of $102.75 each. The first installment being due and payable on the 7th day of August, 1972, and thereafter a like sum on the 7th day of each succeeding month. The unpaid installments include interest at the rate of 7 per centum per annum, all in accordance with the terms and conditions as wet out in said note.

all of said notes bearing seven 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, Mary D. March

have this day bargained and sold, and do hereby transfer and convey unto the said Oakley W. Mangrum and wife, Betty B. Mangrum, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 19 on the Map of Woodbine Sales Corporation, plan of Lots called Pleasant View, as of record in Book 1130, page 43, Register's Office for said County.

SAID Lot No. 19 fronts 54 feet on the northerly side of Thuss Avenue, and runs back between parallel lines 150 feet to a dead line.

BEING part of the same property conveyed to Mary D. March, by deed from Robert Lee Mitchell and wife, Florence J. Mitchell, of record in Book 3340, page 615, Register's Office for Davidson County, Tennessee.

The said Oakley W. Mangrum and wife, Betty B. Mangrum, in order to more fully protect the security of their installment deed, does hereby covenant and agree that, together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, they will pay to the holder of said note, on the seventh day of each month until the note is fully paid, a sum equal to the taxes and special assessments next due on the premises covered by this installment deed, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premises covered hereby (as estimated by the holder of said note) less all sums already paid therefore devided by the number of months to elapse before one month prior to the date when such premiums, taxes, and assessments will become due and payable. Such sums to be held in trust by the holder of said note, to pay said premiums, taxes and assessments, before same become delinquent.

The undersigned shall pay to the holder of the note secured by this instrument a late charge of $5.00 for each and every monthly installment not received by said holder within 15 days after the installment is due.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Oakley W. Mangrum and wife, Betty B. Mangrum 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, my heirs and representatives, to warrant and forever defend the title to said real estate to said Oakley W. Mangrum and wife, Betty B. Mangrum, 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 Oakley W. Mangrum and wife, Betty B. Mangrum

do hereby transfer and convey unto Jno. B. Cobb, 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 Oakley W. Mangrum and wife, Betty B. Mangrum 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 value 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.

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 Oakley W. Mangrum and wife, Betty B. Mangrum 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; if 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 trust 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 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 Oakley W. Mangrum and wife, Betty B. Mangrum 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 Jno. B. Cobb, 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 Mary D. March and Oakley W. Mangrum and wife, Betty B. Mangrum hereunto set our hands at Nashville, Tennessee, this the 7th day of July 1972

Mary D March

Oakley W. Mangrum

Betty B Mangrum

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Mary D. March and Oakley W. Mangrum and wife, Betty B. Mangrum

the 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 7th day of July, 1972

Commission Expires May 15, 1973

J. Cass Smith, Notary Public.

STATE OF _____

_____ **County.**

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

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

Witness my hand and official seal at _____ this _____ day of _____, 19___

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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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)

JUL 12 72	CONV	15,790.00			
JUL 12 72	MORT'G	15,450.00			
JUL 12 72	S'TAX		A*	41.08	
JUL 12 72	S'TAX		A*	13.40	
JUL 12 72	PR'FEE		A*	.50	
JUL 12 72	D'DEED		A*	8.00	* 62.98

Attys Title G. 17.275

INSTALLMENT DEED

FROM
Mary D. March

TO
Oakley W. Mangrum et ux

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

B 67059

IDENTIF. REFERENCE

JUL 12 1 20 PM '72

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

TOOLEY CO., NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Oakley W. Mangrum (NAME)	Mary D. March (NAME)	
236 Thuss Avenue (STREET ADDRESS OR ROUTE NUMBER)	222 Wallace Road (STREET ADDRESS)	
Nashville, Tennessee (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee 37211 (CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

This instrument was prepared by
Jno. B. Cobb, Jr., Attorney at Law
Stahlman Building, Nashville, Tenn.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 15,790.00 Oakley W. Mangrum
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 10th DAY OF July 19 72.

J. Vera Smith
Notary Public

MY COMMISSION EXPIRES: May 15, 1975

(AFFIX SEAL)