83-9

INSTALLMENT DEED

120 pd

For and in Consideration of the sum of Ten Thousand and no/100 ($10,000.00) - Dollars,

of which ________ Dollars,

has been paid in cash by ________

the receipt of which is hereby acknowledged, and for the remainder of Ten Thousand and no/100 ($10,000.00) - Dollars,

the said JAMES C. BOYD and wife, CHARLCIE J. BOYD, have executed their joint promissory note, of even date herewith, payable to HOWARD J. BLACK and wife, DONNA BLACK, in 200 monthly installments of Fifty and no/100 ($50.00) Dollars, the first such payment being due on the 14 day of JULY, 1972, with a like sum due on the 14 day of each succeeding month thereafter until said principal sum is fully paid. In addition thereto, an amount equal to 1/12th of the annual insurance and taxes on said property shall be paid to grantors monthly, same to be held for the payment of said taxes and insurance, said sum to be paid until said principal sum is fully paid. Said note bears interest at the rate of five (5%) percent per annum, payable annually in advance on the 14 day of JULY in each year until the principal sum if paid in full, the amount of interest due each year being computed on the balance unpaid on the principal at the time of such interest payments, [illegible], 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,

HOWARD J. BLACK and wife, DONNA BLACK,

have this day bargained and sold, and do hereby transfer and convey unto the said JAMES C. BOYD and wife, CHARLCIE J. BOYD, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 4 of Block "A" on the Plan of the Lindsley Home Place, as of record in Plan Book 2, page 92, Chancery Court at Nashville, Tennessee.

Said Lot No. 4 fronts 50 feet on the southerly side of Woodland Street and runs back 232 feet, more or less, on the westerly line and 234 feet, more or less, on the easterly line to an alley, measuring 50 feet thereon.

Being the same property conveyed to Howard J. Black and wife, Donna Black, by deed from Willard A. Potter and wife, Alice E. Potter, of record in Book 2856, page 337, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) / improved (XX) property, know as 1406 Woodland Street, Nashville, Tennessee
(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 JAMES C. BOYD and wife, CHARLCIE J. BOYD, their 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 JAMES C. BOYD and wife, CHARLCIE J. BOYD, 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 JAMES C. BOYD and wife, CHARLCIE J. BOYD,

do hereby transfer and convey unto GEORGE B. POTTS, 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 JAMES C. BOYD and wife, CHARLCIE J. BOYD,

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 $_____ 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 JAMES C. BOYD and wife, CHARLCIE J. BOYD, 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; 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 ourselves, our 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 GEORGE B. POTTS, 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 HOWARD J. BLACK and wife, DONNA BLACK, and JAMES C. BOYD and wife, CHARLCIE J. BOYD, hereunto set our hands at Nashville, Tennessee, this the 12th day of July 1972

× Howard J. Black
× Donna Black
× James C. Boyd
× Charlcie J. Boyd

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named HOWARD J. BLACK and wife, DONNA BLACK,

the bargainors, 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, Davidson County, Tennessee, this 12 day of July, 1972

Commission Expires Nov. 12, 1975

William L. Duncan, Notary Public.

STATE OF TENNESSEE
DAVIDSON County.

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named JAMES C. BOYD and wife, CHARLCIE J. BOYD,

the bargainors, 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, Davidson County, Tennessee, this 12 day of July, 1972

Commission Expires Nov. 12, 1975

William L. Duncan, Notary Public.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 4619 PAGE 304

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 18 72	CONV	10,000.00			
JUL 18 72	MORT'G	10,000.00			
JUL 18 72	S'TAX		A*	26.00	
JUL 18 72	S'TAX		A*	8.00	
JUL 18 72	PR'FEE		A*	.50	
JUL 18 72	W'DEED		A*	8.00	* 42.50

INSTALLMENT DEED

FROM

TO

Attorneys Title Company
Tides Guaranteed

NASHVILLE, TENN.

B 67765

IDENTIF. REFERENCE

JUL 18 10 52 AM '72

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James C. Boyd, etux	James C. Boyd, etux	
(NAME) 3916 Sussex Drive	(NAME) 3916 Sussex Drive	83-9
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee	(STREET ADDRESS) Nashville, Tennessee 37207	42 C/1
(CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

James C. McBroom
Attorney at Law
2416 Hillsboro Road
Nashville, Tennessee 37212

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 10,000.00 James C. Boyd
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 18th DAY OF July 19 72

D. C. Williams
~~Notary Public~~

~~MY COMMISSION EXPIRES:~~ My Regents

(AFFIX SEAL)