DEED BOOK 4411 PAGE 0068

MAIL TO: JIM STEVENS RLTY. AUCTION
3937 GALLATIN RD. NASHVILLE, TENN.

INSTALLMENT DEED

For and in Consideration of the sum of TWELVE THOUSAND NINE HUNDRED FIFTY AND NO/100 ($12,950.00) Dollars, of which THREE HUNDRED NINETY AND 41/100 ($390.41) Dollars, has been paid in cash by Eugene Posley and wife, Lucille V. Posley the receipt of which is hereby acknowledged, and for the remainder TWELVE THOUSAND FIVE HUNDRED FIFTY-NINE and 59/100 ($12,559.59) Dollars, the said Eugene Posley and wife, Lucille V. Posley have assumed and agreed to pay the unpaid balance of an indebtedness of record in book 3844, page 142 and Book 3847, page 456, R.O.D.C., in the amount of $7,609.59 and for the remaining $4,950.00, said grantees have this day executed their one joint promissory note payable to the order of Doss Hill, Trustee, in consecutive monthly installments of $60.07, including principal and 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 shall become due and payable on or before July 15, 1972, and tontinue thereafter as aforesaid. Amounts paid will be credited first to interest accrued; the balance will be credited to the amount of unpaid principal sum. If any default shall occur in the 1st deed of trust above mentioned, the holder of this debt herein secured may either declare said debt due and payable or he may advance such payment as may be in default on the above mentioned 1st mtg. and charge and treat the amount so advanced as a part of the debt herein secured.

all of said notes bearing six 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, Doss Hill, Trustee with full power to sell, mortgage, or otherwise convey without the joinder or disclosure of any beneficiaries,

have this day bargained and sold, and do hereby transfer and convey unto the said Eugene Posley and wife, Lucille V. Posley heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being the easterly part of Lot No.5 on the Map of the Subdivision of the Roberts Property, as of record in Book 421, page 81, Register's Office for said county; and part of Lot No.8 and that part of a 15-foot alley lying between said part of Lot No. 5 on the Map of the Subdivision of the Robertson Property as of record in Book 421, page 81, and said part of Lot No.8 on the Plan of the Martha Martin Lands, formerly known as the Jackson Place, a plan of which was in Original Book 8, pages 441 and 442, said register's Office, but said book 8 has been copied and the plan that was originally on pages 441 and 442, of Book 8 has been copied on Book 161, page 101, said Register's Office, described together according to a survey made by Lewis D. Justice, Surveyor, December 2, 1949, as follows:

BEGINNING at the northwest corner of Sharpe Avenue and the first alley west of Chapel Avenue; thence with the westerly margin of said alley, northwestwardly 208 feet to the southerly margin of Roberts Avenue; thence with the southerly margin of said Avenue, westwardly 19.5 feet to a point; thence southeastwardly 190 feet to the northerly margin of Sharpe Avenue; thence with the northerly margin of said Sharpe Avenue, eastwardly 67 feet to the beginning.

BEING the same property conveyed to Doss Hill, Trustee with full power to sell, mortgage, or otherwise convey without the joinder or disclosure of any beneficiaries, by deed from William L. James, Jr. and wife, Priscilla J. James, of record in Book 4407, page 493, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, know as 1611 E. Sharpe Ave. (House Number) (Street) NASHVILLE, TENNESSEE 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 Eugene Posley and wife, Lucille V. Posley 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., except as stated above.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said Eugene Posley and wife, Lucille V. Posley 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 ~~me~~ us in hand paid, we, the said Eugene Posley and wife, Lucille V. Posley

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.

We, the said Eugene Posley and wife, Lucille V. Posley 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.

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 Eugene Posley and wife, Lucille V. Posley 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 the grantees herein, their 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 Eugene Posley and wife, Lucille V. Posley and Doss Hill, Trustee hereunto set our hands at Nashville, Tennessee, this the 11th day of June 19 72

Eugene Posley
Lucille V. Posley
Doss Hill, Trustee

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Eugene Posley and wife, Lucille V. Posley, and Doss Hill, Trustee

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 Tennessee, this 11th day of June, 1972

Commission Expires My Commission Expires Nov. 20, 1972

, 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

BOOK 1622 PAGE 891

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 27 72	CONV	12,950.00			
JUL 27 72	MORT'G	*4,950.00			
JUL 27 72	S'TAX		A*	33.54	
JUL 27 72	S'TAX		A*	2.90	
JUL 27 72	PR'FEE		A*	.50	
JUL 27 72	W'DEED		A*	8.00	* 44.94

MAIL TO: JIM STEVENS RLTY. AUCTION
3937 GALLATIN RD. NASHVILLE, TENN.

INSTALLMENT DEED

FROM
DOSS HILL, TRUSTEE

TO
EUGENE POSLEY, ETUX

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

B 6 9 1 3 7

IDENTIF. REFERENCE

JUL 27 12 33 PM '72

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

TRUST CO., NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Eugene Posley (NAME)	Dobson & Johnson (NAME)	Map 83-2
1611 E. Shaper Ave (STREET ADDRESS OR ROUTE NUMBER)	J. C. Bradford Bldg. 170 4th. Avenue North (STREET ADDRESS OR ROUTE NUMBER)	PAR 109
Nashville Tenn. (CITY) (STATE) (P. O. ZIP)	Nashville, Tenn. 37219 (CITY) (STATE) (ZIP)	27W-22735

THIS INSTRUMENT WAS PREPARED BY

Henry K. Buckner, JR.
3937 Gallatin Rd.
Nashville, Tenn. 37216

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

$ 12,950.00 Eugene Posley
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 11th DAY OF June, 19 72.

Notary Public

MY COMMISSION EXPIRES: My Commission Expires Nov. 20, 1972

(AFFIX SEAL)