Installment Deed

BOOK 1629 PAGE 37

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
George M. Slater Jr.	George M. Slater Jr.	Map 57
(NAME:) Route 3 old Hickory Blvd	(NAME:) Route 3 old Hickory Blvd	pt par 12
(STREET ADDRESS OR ROUTE NUMBER) Askeand City Tenn 37015	(STREET ADDRESS) Askeand City Tenn 37015	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of

Two Thousand Five Hundred ($2,500.00) and no/100 - -

Dollars,

paid and to be paid by George M. Slater Jr. by the execution of his promissory note ~~of which~~ bearing even date herewith for $2,500.00, payable to the order of Newton Leon Watson and wife, Nelma Irene Watson in 60 monthly installments of $50.10 each which includes both principal and interest at the rate of ~~Dollars per cent~~, 7½% per annum; the first installment falling due one month from date and the others ~~on the same day of each month thereafter~~ until said note is paid in full.

~~Notary~~

~~Interest~~

IDENTIF. REFERENCE

AUG 17 9 41 AM '72

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TENN.

B 7201 Q

AUG 17 72	CONV	*2,500.00		
AUG 17 72	MORT'G	*2,500.00		
AUG 17 72	STA		A* 6.50	
AUG 17 72	STA		A* .50	
AUG 17 72	PRFEE		A* .50	
AUG 17 72	WDEED		A* 6.00	* 13.50

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, we, Newton Leon Watson and wife Nelma Irene Watson

have this day bargained and sold, and do hereby transfer and convey unto the said George M. Slater Jr. his

(successors), heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:

A tract of land in the 13th. formerly the 25th Civil District of said County and State, on the headwaters of Sulphur and Bill Run Creeks, an original Plan being of record in book 161, page 177, Register's Office for said County, and being known as part of Tract No. 24 on the Map of Dr. E. E. Brown's Farm, formerly Governor Roberts property, and shown on a copy of a survey dated May 16, and 24, 1949 by John D. Kerr, County Surveyor for Rutherford County, Tennessee and described according to a survey made by Ralph W. C. Lambert July 15, 1972 as follows:
Beginning on the easterly margin of Old Hickory Blvd. at the southwest corner of the property conveyed to J. D. Williams and wife, by deed from J. H. Burton and wife of record in book 2925, page 81, said Register's Office; thence with said William's southerly line eastwardly 225 feet to the center of a creek bed; thence with the center of same north 15 degrees east 20 feet to the southerly line of the property conveyed to J. B. Williams and wife, by deed from S. A. Watson and wife of record in book 1971, page 547, said Register's Office; thence with said William's southerly line, south 69 degrees, 32' east 612.8 feet to his southeast corner; thence south 2 degrees west 183 feet; thence north 72 degrees 45' west 650 feet; thence north 15 degrees east 88 feet; thence north 74 degrees 45' west 225 feet to the easterly margin of Old Hickory Blvd; since with said Blvd. north 15 degrees east 95 feet to the beginning containing 3 acres more or less.
Being part of the property conveyed to Newton Leon Watson and wife Nelma Irene Watson by deed from J. H. Burton and wife of record in book 2926, page 338, said Register's Office.
This instrument was prepared by James R. Wyatt, 100 39th. Ave. No. Nashville, Tenn.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 2,500.00

Affiant

Subscribed and sworn to before me, this the 14th day of Aug. 1972

Notary Public

My commission expires: April 17- 1974 (Affix Seal)

unimproved (X)
This is improved ( ) property, known as Old Hickory Blvd. Nashville, Tenn.
(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 George M. Slater Jr. his *(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 taxes for the year 1972, which are pro-rated and assumed by grantee.

We *further covenant and bind* ourselves our *heirs and representatives, to warrant and forever defend the title to said real estate to said* George M. Slater Jr. his *(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 George M. Slater Jr. *hereinafter referred to as trustors, hereby transfer and convey unto* J. Douglas Williams, *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 have the loss, if any, made 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 id 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 Register's 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.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 14th *day of* ~~July~~ AUG *1972*

Newton Leon Watson

Nelma Irene Watson

George M Slater Jr

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, [illegible] *a Notary Public in and for said County and State,* Newton Leon Watson and wife Nelma Irene Watson and George M. Slater Jr.

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* 14th *day of* July AUG *1972*

[illegible] *Notary Public*

Commission expires APRIL 19-1974