BOOK 4629 PAGE 494

This instrument was prepared by:
D. E. Mallernee, Jr.-119 Union Street

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD-4

FROM

Haywood Realty Co.,Tenn. Corp.

119 Union Street-Nashville, Tenn

TO

Marguerite E. Dunn,

127-Eastmooreland Avenue
Nashville, Tennessee

For draftsman's use

REAL ESTATE · INSURANCE and LOANS

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Marguerite E. Dunn (NAME)	Marguerite E. Dunn, (NAME)	Map-71-15
127-Eastmooreland Ave. (STREET ADDRESS OR ROUTE NUMBER)	127-Eastmooreland Ave, (STREET ADDRESS)	Par 76
Nashville, Tennessee (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee (CITY) (STATE) (ZIP)	Field Bk-12DA-25290

(FOR REGISTER'S USE)

B 7223 6

IDENTIF. REFERENCE

AUG 18 11 41 AM '72

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 8,500.00 D. E. Mallernee
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 18th DAY OF August 1972

D. Mallernee
Notary Public

MY COMMISSION EXPIRES: Neg. Registe
(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Eighty five hundred dollars----------$8500.00----------DOLLARS

of which $ 350.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed a promissory note of even date herewith payable to the order of Haywood Realty Co., a Tennessee Corporation in the principal sum of Eight thousand one hundred fifty dollars($8150.00) payable in monthly installments of Eighty five dollars ($85.00) per month including both principal and interest at 8½%. The first installment maturing on the 15th day of September 1972 and monthly installments of a like amount on the 15th day of each month thereafter until the total of of eight thousand one hundred fifty dollars ($8150.00) and interest is paid in full. Out of eac installment the accrued interest to date on the unpaid installment will be taken and the balance credited to the principal sum.
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and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

Haywood Realty Company a Tennessee Corporation

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Marguerite E. Dunn

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: 127-Eastmooreland Ave. Land in Davidson County Tenn. being lot number 40 & the easterly part of lot no. 39 on the Map of Eastmooreland Place, of record in Bk. 161, Pg. 170, Register's Office for said County, described as follows.
Beginning at a point in the north margin of Eastmooreland Ave. at the corner of lots nos. 40 & 41 thence with a line between said lots northerly 140 ft. to a point in the south margin of an alley, thence with the margin of said alley westerly 65.5 ft. to a point which is 34.5ft. east of the corner of lot nos.38 & 39 thence southerly 68 ft. to a point which is 17 ft. west of the line between lots 39 & 40, thence westerly 7 ft. to a point, thence southerly 72 ft. to the north margin to Eastmooreland Ave. thence with a margin of the same, easterly 74ft. to the point of the beginning.
Being the same property conveyed to Haywood Realty Co., a Tenn. Corp. by deed from Tony Haggard and wife Louise Haggard as of record in Bk.4065, Pg. 421, Register's Office for Davidson County Tennessee.
*** This conveyance is subject to an indebtness of $3,662.60 escribed in Bk. 4065, Page 421,R.O.D.C. and said amount is included inconsideration clause of $8500.00. This conveyance to said indebtness and out of each instalment paid the seller will make the regular monthly installments of $50.00 which includes both principal and interest until the aforesaid $3662.60 with interest is paid in full.

This is unimproved ( ) improved (X) property, known as 127-Eastmooreland Avenue, Nashville, Tenn, Davidson County
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

RECORDER'S MEMO: Legibility of Writing, Typing or Printing Unsatisfactory When Received

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, 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 the said real estate to said grantees, 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 grantees herein do hereby transfer and convey unto Jacobs Doyle 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 grantees 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 $9000.00 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 interest 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 grantees, 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 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 advise 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 heirs, 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the 16th day of August 1972.

Haywood Realty Co., a Tenn. Corp.

Elizabeth M. Jackson-President

Marguerite E. Dunn

Marguerite E. Dunn

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, M. L. Randell, a Notary Public in and for said County and State, the within named Marguerite E. Dunn

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

Witness my hand and official seal at Nashville, Tenn, Davidson County Tennessee, this 15th day of August, 1972

M. L. Randell, Notary Public.

Commission expires 11/19/72

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

AUG 18 72 CONV *8,500.00
AUG 18 72 MORT'G *8,250.00
AUG 18 72 STAX A* 22.10
AUG 18 72 [illegible] A* 6.10
AUG 18 72 PO FEE A* .50
AUG 18 72 WDEED A* 4.00 * 32.70

Before me, M. L. Randell, a Notary Public of the State and County aforesaid, personally appeared Elizabeth M. Jackson, with whom I am personally acquainted, and who, upon oath, acknowledged herself to be President of the Haywood Realty Company a Tennessee Corporation, the within named bargainor, a corporation, and that she as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by herself as President.

Witness my hand and seal, at office in

this 15th day of August, 1972

M. L. Randell, Notary Public.

Commission expires 11/19/72