BOOK 4647 PAGE 909

This Form furnished by Attorneys Title Company, Inc.

**INSTALLMENT DEED**

Form No. WD-4

FROM
F. A. HARWELL ET
AUSTIN SMITH

*Please Mail Back To*
JOHN C. DOAK
2525 Lebanon Road
Nashville, Tenn. 37214

TO
KATHI I. PYNOR

For draftsman's use
PREPARED BY:
John G. Doak, Attorney
2525 Lebanon Rd.
Nashville, Tennessee 37214

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| KATHI I. PYNOR (NAME) | HOME FED. S. & L. ASSOC. (NAME) | 108 |
| 352 ELM HILL PIKE (STREET ADDRESS OR ROUTE NUMBER) | LIFE & CASUALTY TOWER (STREET ADDRESS) | 144 Part |
| NASHVILLE, TENN. (CITY) (STATE) (P. O. ZIP) | NASHVILLE, TENNESSEE (CITY) (STATE) (ZIP) | |

B 806 80

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

Oct 19 10 17 AM '72

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 11,500.00 Kathi I. Pynor
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 9 DAY OF October 1972

John G. Doak
Notary Public

MY COMMISSION EXPIRES: 28 July 1973

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Eleven Thousand Five Hundred and no/100----- DOLLARS

of which $ 600.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees agree to assume and to pay the balance of the mortgage indebtedness on the premises dated 13 July, 1972 to Home Federal Savings & Loan Association of record in Book 4619, page 959, Register's Office for Davidson County Tennessee in the original principal amount of $9,487.00; and grantee has executed an installment deed note of even date payable to the order of Austin Smith and F.A. Harwell in the principal amount of $1,492.28 plus interest at the rate of 8% per annum payable in 60 consecutive equal monthly installments of $30.26 each; the first such payment of principal and interest due the 1st day of November 1972 and a like amount on the 1st day of each succeeding month until the same is paid in full.

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,

F. A. Harwell and Austin Smith

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

Kathi I. Pynor

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Two tracts of land in Davidson County, Tennessee described accordingly to wit, as follows:

TRACT ONE: Land in the Third Civil District of Davidson County, Tennessee, described according to a copy of a survey made by Z. J. Wilkinson, Surveyor, dated March 17, 1956, and shows Tract "A" on said survey, as follows:

Beginning at a spike in the center of Elm Hill Pike, the northwest corner of the property conveyed to W. B. Binkley and wife, by deed from Jake Watkins and wife, of record in Book 2135, page 4, Register's Office for Davidson County, Tennessee; thence with the center of said Elm Hill Pike south 57 deg. east 100 feet to a spike thence south 21 deg. west passing an iron pin in the southerly margin of Elm Hill Pike 161 feet to an iron pin; thence south 80 deg. west 67 feet to an iron pin; thence north 10 deg. 30 min. east passing an iron pin in the southerly margin of Elm Hill Pike 220 feet to a spike in the center of said Pike, the point of beginning.

Being the same property conveyed to F. A. Harwell and Austin Smith, by deed from Kenneth Redmond and wife, Kay Redmond, of record in Book 4565, page 568, said Register's Office.

This is unimproved ( ) improved (X) property, known as 352 Elm Hill Pike - Nashville, Tenn.
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

Description continued on attached page.

**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 John G. Doak 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 $ full 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 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 9th day of October, 19 72.

F. A. HARWELL: F. A. Harwell BROWNIE LEE HARWELL: Brownie Lee Harwell

AUSTIN SMITH: Austin Smith MARJORIE P. SMITH: Marjorie P. Smith

KATHI I. PYNOR: Kathi I. Pynor

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named F. A. Harwell and wife, Brownie Lee Harwell, and Austin Smith and wife, Marjorie P. Smith and Kathi I. Pynor the bargainor, 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 9th day of October, 19 72.

Helen L Sandson, Notary Public.

Commission expires 11 August 1975.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ....., a Notary Public of the State and County aforesaid, personally appeared ....., with whom I am 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 .....

TRACT TWO: Being a part of the Jake Watkins and wife, Alma Watkins, property as of record in Book 2102, page 60, in the Register's Office for said County, as described according to a survey by G. Barry Greer, Surveyor, dated August 5, 1971, as follows:

Beginning at an iron pin in the center of Elm Hill Pike, the northwest corner of property convyed to W. B. Binkley and wife, later conveyed to Kenneth Redmond and wife, Kay Redmond, by deed of record in Book 4041, page 373, Register's Office in Davidson County; thence North 45 deg. 48 min. west with the center line of Elm Hill Pike, a distance of 10 feet to an iron pin; thence leaving Elm Hill Pike South 10 deg. 17 min. West, a distance of 8.3 feet to an iron pin in the westerly line of the property conveyed to Redmond, as of record in Book 4041, page 373, Register's Office for Davidson County;thence North 10 deg. 17 min. East, a distance of 220.0 feet with Redmond's westerly line to an iron pin in the center of Elm Hill Pike, the point of beginning.

Being the same property conveyed to F. A. Harwell and Austin Smith by deed from Alma Watkins, a widow, of record in Book 4534, page 710, said Register's Office.

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|---|---|---|---|---|---|
| OCT 1972 | CONV | 11,500.00 | | | |
| OCT 1972 | S'TAX | | A* | 29.90 | |
| OCT 1972 | PR'FEE | | A* | .50 | |
| OCT 1972 | W'DEED | | A* | 6.00 | * 36.40 |

*Please Mail Back To*
JOHN C. DOAK
2525 Lebanon Road
Nashville, Tenn. 37214