11E-1

INSTALLMENT DEED

198

For and in Consideration of the sum of FOURTEEN THOUSAND AND NO/100 ----------($14,000.00)---------- Dollars, of which TWO THOUSAND EIGHT HUNDRED AND NO/100 ------($2,800.00)---------- Dollars, has been paid in cash by Samuel Hambrick and wife, Linda B. Hambrick the receipt of which is hereby acknowledged, and for the remainder ELEVEN THOUSAND TWO HUNDRED AND NO/100 ----------($11,200.00)---------- Dollars, the said Samuel Hambrick and wife, Linda B. Hambrick have executed their one note of even date herewith in the original principal amount of $11,200.00, payable to the order of Dave Barry and wife, Grace Barry in 144 monthly installments of $118.16 each, the first of which is due and payable on the 2nd day of December, 1972, and thereafter a like amount on the 2nd day of each succeeding month, with the last and final installment being due and payable on the 2nd day of November, 1984. The installments include interest at the rate of 7-1/2% per annum, said payments to be applied first to interest and balance to principal until the entire amount, both principal and interest, shall have been paid in full, all in accordance with the terms and conditions as set out in said note.

all of said notes bearing ~~six~~ 7-1/2 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, We, Dave Barry and wife, Grace Barry

have this day bargained and sold, and do hereby transfer and convey unto the said Samuel Hambrick and wife, Linda B. Hambrick, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A certain lot or parcel of land situate, lying and being in the County of Davidson, State of Tennessee, and more particularly described as follows:
Being Lot No. 76 on the Plan of Montrose Place, of record in Book 57, page 93, Register's Office for said County.

Said Lot No. 76 fronts 62 1/2 feet on the southerly side of Gilmore Avenue and runs back 160.2 feet on the easterly line, with the westerly margin of 10th Avenue, South, and 160 feet on the westerly line, to an alley in the rear, measuring 69 1/2 feet thereon.

Being the same property conveyed to Dave Barry and wife, Daysie Barry, by deed from Charles R. Burger and wife, Ann E. Burger, of record in Book 2498, page 67, said Register's Office . The said Dave Barry and wife, Daysie Barry having since been divorced and the said Daysie Barry having conveyed her interest in said property to Dave Barry by deed of record in Book 3028, page 368, Register's Office for Davidson County, Tennessee.

It is understood and agreed, that to better secure the lien note retained herein, we the grantees hereby agree to pay to the grantors, or the lawful holder or owner of the note secured by this instrument, an additional sum of $8.93 per month simultaneously with the monthly payments on said note, representing 1/12 of the yearly fire insurance premium, and grantors shall pay said insurance premiums as they become due and payable. Adjustments may be made periodically, depending upon an increase or decrease in said insurance premium.

It is also understood and agreed by the grantees herein that any deficiency in the amount of the aggregate monthly payment shall, unless made good by the grantees prior to the due date of the next such payment, constitute an event of default under this instrument. The grantors, or the lawful holder or owner of the note secured by this instrument, may collect a "late charge" not to exceed $3.00 for each payment more than fifteen (15) days in arrears.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Samuel Hambrick and wife, Linda B. Hambrick 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 Samuel Hambrick and wife, Linda B. Hambrick 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 Samuel Hambrick and wife, Linda B. Hambrick

do hereby transfer and convey unto Harry S. Lester, 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 Samuel Hambrick and wife, Linda B. Hambrick

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 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 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 Samuel Hambrick and wife, Linda B. Hambrick 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 Samuel Hambrick and wife, Linda B. Hambrick, 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 Harry S. Lester, 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 Dave Barry and wife, Grace Barry and Samuel Hambrick and wife, Linda B. Hambrick hereunto set our hands at Nashville, Tennessee, this the 2nd day of November 19 72

Dave Barry

Grace Barry

Samuel Hambrick

Mrs. Linda B. Hambrick

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**STATE OF TENNESSEE**
**Davidson County**

Personally appeared before me, Jo Ann Smith, a Notary Public in and for said County and State, the within named Dave Barry and wife, Grace Barry and Samuel Hambrick and wife, Linda B. Hambrick

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 this 2nd day of November, 19 72

Jo Ann Smith, Notary Public.

Commission Expires May 15, 1973

NOTARY PUBLIC AT LARGE STATE OF TENN.

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**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 1654 PAGE 696

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)

| | | | | |
|---|---|---|---|---|
| NOV 10 72 | CONV | 14,000.00 | | |
| NOV 10 72 | MORT'G | 11,200.00 | | |
| NOV 10 72 | S'TAX | | A* 36.40 | |
| NOV 10 72 | S'TAX | | A* 9.20 | |
| NOV 10 72 | PR'FEE | | A* .50 | |
| NOV 10 72 | W'DEED | | A* 8.00 | * 54.10 |

12-3-72 Title 175328

INSTALLMENT DEED

FROM
Dave Barry and wife,
Grace Barry

TO
Samuel Hambrick and wife,
Linda B. Hambrick

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

B 8 3 7 1 5

IDENTIF. REFERENCE

Nov 10 3 11 PM '72

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Samuel Hambrick (NAME) | Samuel Hambrick (NAME) | |
| 3209 Dove Place (STREET ADDRESS OR ROUTE NUMBER) | 3209 Dove Place (STREET ADDRESS) | |
| Nashville, Tennessee (CITY) (STATE) (P. O. ZIP) | Nashville, Tennessee 37218 (CITY) (STATE) (ZIP) | |

THIS INSTRUMENT WAS PREPARED BY

This instrument was prepared by
Jno. B. Cobb, Jr., Attorney at Law
Stahlman Building, Nashville, Tenn.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 14,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 2nd DAY OF November 19 72

Notary Public

MY COMMISSION EXPIRES: May 15, 1973

(AFFIX SEAL)