Installment Deed

BOOK 4655 PAGE 592

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James William Blevins, etux	Same	120-750
(NAME:)	(NAME:)	Map 60-8
3003 Dickerson Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 25
Nashville, Tennessee (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	O.R.

FOR AND IN CONSIDERATION of the sum of Forty-Six Thousand Two Hundred Fifty and No/100 ($46,250.00)---------- *Dollars,*

of which Ten Thousand and No/100 ($10,000.00)---------- ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder of Thirty-Six Thousand Two Hundred Fifty and No/100 ($36,250.00)---------- *Dollars,*

James William Blevins and wife, Melba R. Blevins *have executed* their Installment Deed Note of even date in the amount of $36,250.00 payable as follows: $11,250.00 on or before January 15, 1973, and the balance of $25,000.00 payable in equal monthly installments of $377.32 beginning February 15, 1973, and on the same date of each month thereafter for the next eighty-three (83) months, each monthly installment of $377.32 includes interest at the rate of seven percent (7%) per annum on the unpaid principal.

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, Daisy Sonnenfield, Sadie Sonnenfield and Bernie Sonnenfield

have this day bargained and sold, and do hereby transfer and convey unto the said James William Blevins and wife, Melba R. Blevins

their ~~XXXXXXXXX~~ *heirs and assigns,*

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

Land in Davidson County, Tennessee, being part of lot No. 3, on the Map of E. A. Lindsey's Subdivision on the Dickerson Road, as of record in book 547, page 144, Register's Office for said County, described according to a survey by Geo. W. Watkins, surveyor, dated November 5, 1972, as follows:

BEGINNING at an iron pin in the northerly margin of Ben Allen Road, said point being the southeast corner of property conveyed to Trustee's for General Shoe Corporation Employees Retirement Trust, by deed of record in book 2635, page 192, said Register's Office; thence leaving said road and running with General Shoe Corp., easterly line North 12° east 150 feet to an iron pin; thence with General Shoe Corp., northerly line, westwardly 120 feet to an iron pin in the easterly margin of Dickerson Road; thence with same North 12° east 170 feet to an iron pin; thence leaving said Road, South 84° 41' east 377 feet to an iron pin; thence south 12° west 60 feet to an iron pin; thence south 84° 41' east 25 feet to an iron pin; thence south 12° west 190 feet to an iron pin in the northerly margin of Ben Allen Road; thence with same south 82° 30' west 240 feet to a point; thence continuing along same, with a curve, southeastwardly 90.5 feet to the point of beginning, containing 2.342 acres.

BEING part of the real property conveyed to Daisy Sonnenfield and Sadie Sonnenfield, by deed from J. H. Sweeney and wife of record in Book 1085, page 637, Register's Office for Davidson County, Tennessee and to Bernie Sonnenfield by Will of Helene Sonnenfield of record in Will Book 88, page 16, County Court for said County.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $46,250.00

Affiant

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

My commission expires 5-4-75

(Affix Seal)

Notary Public

This instrument prepared by William F. Howard, Attorney,
700 American Trust Building, Nashville, Tennessee

Daisy Sonnenfield, Sadie Sonnenfield and Bernie Sonnenfield do hereby agree that the Deed of Trust hereafter set out whereby James William Blevins and wife, Melba R. Blevins convey this real estate to William F. Howard, Trustee, to secure their Installment Deed Note shall be automatically subject and subordinate to any Lien or encumberance created by the said James William Blevins and wife, Melba R. Blevins, their heirs and assigns as long as the new Lien or encumberance does not exceed $175,000.00 and if the proceeds of said new Lien or encumberance is used to pay reliable licensed contractors to improve or expand improvements on the real estate herein conveyed based on firm contracts and the holder or holders of the Installment Deed Note set out above agree to execute such documents as may be required in support of this subordination.

B 8 4 0 9 6

IDENTIF. REFERENCE

NOV 14 2 49 PM '72

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

NOV 14 72	CONV	46,250.00			
NOV 14 72	MORT'G	36,250.00			
NOV 14 72	S'TAX		A*	120.12	
NOV 14 72	S'TAX		A*	34.20	
NOV 14 72	PR'FEE		A*	.50	
NOV 14 72	W'DEED		A*	6.00	* 160.82

This is improved XX property, known as 3003 Dickerson Road, Nashville, Tennessee (House Number) (Street) P. O. Address: (City or Town) unimproved ( )

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said James William Blevins and wife, Melba R. Blevins their ~~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 for 1972 property taxes prorated and assumed by Purchasers. Grantees acknowledge notice of an encroachment on the Northeastern portion of said property as shown on survey prepared by George Watkins dated November 5, 1972, but by the execution of this Agreement it is mutually agreed that their rights against the Grantors are fully reserved.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* James William Blevins and wife, Melba R. Blevins, their ~~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 James William Blevins and wife, Melba R. Blevins *hereinafter referred to as trustors, hereby transfer and convey unto* William F. Howard, *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 $ 36,250.00, *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 is 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 November, 19 72.

Daisy Sonnenfield
DAISY SONNENFIELD

James William Blevins
JAMES WILLIAM BLEVINS

Sadie Sonnenfield
SADIE SONNENFIELD

Melba R Blevins
MELBA R. BLEVINS

Bernie Sonnenfield
BERNIE SONNENFIELD

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Daisy Sonnenfield, Sadie Sonnenfield, Bernie Sonnenfield, James William Blevins and wife, Melba R. Blevins

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* November, *19 72.*

Nancy C. Walker *Notary Public*

Commission expires 5-4-75