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Installment Deed

THIS INSTRUMENT WAS PREPARED BY:
GAIL P. PIGG, ATTORNEY
916 J. C. BRADFORD BLDG.
NASHVILLE, TENN. 37219

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Thomas Flemming & wife Veronica Flemming (NAME)	First Federal Sav. & Loan (NAME)	
1202 Lischey Street (STREET ADDRESS OR ROUTE NUMBER)	Fourth & Union Street (STREET ADDRESS)	71-15
Nashville, Tennessee (CITY) (P. O. ZONE) (STATE)	Nashville, Tennessee (CITY) (ZONE) (STATE)	460 PM

FOR AND IN CONSIDERATION of the sum of Ten Thousand Four Hundred Eighty-seven and 16/100 ($10,487.16)----------*Dollars,*

of which One Thousand Five Hundred and No/100 ($1,500.00)----------

----------*Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and ~~xxxxxxxxxxxx~~ has assumed the outstanding balance, in the amount of Three Thousand Nine Hundred Eighty-seven and 16/100 ($3,987.16) Dollars, payable to First Federal Savings & Loan, as ~~xxxx~~ Dollars, of record in Book _____, page _____, RODCT, and for the balance of Five Thousand and No/100 ($5,000.00) Dollars,

Thomas Flemming and wife Veronica Flemming ~~have~~ *executed* their joint promissory note of even date herewith, payable to Grantors herein, bearing interest at the rate of Seven (7%) percent per annum, and payable Forty and No/100 ($40.00) Dollars, per month, with the first payment due December 10, 1972, and a like amount on the 10th day of each succeeding month, with the final payment due on or before May 10, 1991.

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,

ERNEST M. RANDOLLS and wife VERLA MAI RANDOLLS,

have this day bargained and sold, and do hereby transfer and convey unto the said

THOMAS FLEMMING and wife VERONICA FLEMMING, their

(successors), heirs and assigns,

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

Being parts of Lots Nos. 27 and 28 on the Map of Sharpe and Horn's First Addition of record in Book 57, page 152, Register's Office for said County, and described as follows:

Beginning at a point in the west margin of North 4th Street; formerly Lischey Avenue, 45 feet north of Scott Avenue, being 5 feet south of the line between Lots Nos. 27 and 28, thence westerly, parallel to the line between said lots, 117 feet more or less to a point in the east line of the property conveyed to Bessie Mai Walker by deed of record in Book 873, page 185, said Register's Office; thence along Walker's easterly line, northerly 43 feet to Walker's northeast corner, thence along Walker's north line westerly 43 feet to the easterly margin of an alley; thence with the margin of said alley northerly 2 feet to a point which is 10 feet south of the line between Lots Nos. 28 and 29; thence easterly, parallel with the line between said Lots, 160 feet more or less to the west margin of North 4th Street; thence with the margin of the same southerly 45 feet to the point of beginning.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $10,487.16

Affiant

Subscribed and sworn to before me, this the 15th day of November, 1972

Notary Public

My commission expires: 5/14/74 (Affix Seal)

REGISTER'S OFFICE DAVIDSON COUNTY, TENN.

Being the same property conveyed to Ernest M. Randolls and wife Verla Mai Randolls by deed from Elmer Hilous Story, Mrs. Bessie Lee Story Wright, Mrs. Effie Mai Story Carr, Mrs. Viva Story Williams and Mrs. Iva Murtle Story Smith, being all of the heirs and next of kin of Mrs. Nellie A. Story, as of record in Book 2805 page 385, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved ( ) property, known as 1202 Lischey Street, Nashville, Tennessee
(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 THOMAS FLEMMING and wife VERONICA FLEMMING, 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 taxes and

It is expressly understood that the indebtedness secured by this instrument may not be assumed by any party nor may the property be sold subject to said indebtedness, without the prior written approval of the holder. In the event of such transfer without said approval the entire principal and interest may at the option of the holder be declared immediately due and payable.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* THOMAS FLEMMING and wife VERONICA FLEMMING, 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 THOMAS FLEMMING and wife VERONICA FLEMMING, *hereinafter referred to as trustors, hereby transfer and convey unto ....., 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.

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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 10th day of November, *19* 72.

Ernest M Randolls
ERNEST M. RANDOLLS

Verla Mai Randolls
VERLA MAI RANDOLLS

Thomas Flemming
✓ THOMAS FLEMMING

Veronica Flemming
✓ VERONICA FLEMMING

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, N. S. Copas, *a Notary Public in and for said County and State,* Ernest M. Randolls and wife Verla Mai Randolls

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* 10th *day of* November, *19* 72

N. S. Copas
Notary Public

Commission expires 5/1/74

NOTARY PUBLIC DAVIDSON COUNTY TENN.

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STATE OF Tenn.
COUNTY OF Davidson

Personally appeared before me, D. E. Capps, a Notary Public in and for said County and State, Thomas Flemming and wife Veronica Flemming

the within named 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 14th day of November, 1972.

D. E. Capps Notary Public

Commission expires 5/1/74

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 ...

INSTALLMENT DEED

FROM

ERNEST M. RANDOLLS and wife

VERLA MAI RANDOLLS

TO

THOMAS FLEMMING and wife

VERONICA FLEMMING

B 85835

IDENTIF. REFERENCE

Nov 29 2 12 PM '72

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

NOV29 72	CONV	10,487.16			
NOV29 72	MORT'G	*5,000.00			
NOV29 72	S'TAX		A*	27.30	
NOV29 72	S'TAX		A*	3.00	
NOV29 72	PR'FEE		A*	.50	
NOV29 72	W'DEED		A*	8.00	* 38.80

Compliments of

GUARANTY TITLE

Office of

CHICAGO TITLE INSURANCE COMPANY

American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE