TENNESSEE TITLE COMPANY

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS:
Mr. John W. Myers (NAME)	Same (NAME) BOOK 1676 PAGE 486	159-63
4009 Wallace Lane (STREET ADDRESS OR ROUTE NUMBER)	Same (STREET ADDRESS)	7D-39560
Nashville, Tennessee 37215 (CITY) (P. O. ZONE) (STATE)	Same (CITY) (ZONE) (STATE)	118-1 43

INSTALLMENT DEED

FOR AND IN CONSIDERATION OF the sum of FIFTEEN THOUSAND TWO HUNDRED FIFTY AND NO/100 ----------($15,250.00)---------- DOLLARS

of which $ 5,250.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees herein have executed their one, joint promissory note of even date herewith, for the sum of TEN THOUSAND ($10,000.00) DOLLARS, payable to the Grantors herein, with interest at 7% per annum, both principal and interest payable in 48 monthly installments of TWO HUNDRED THIRTY NINE AND 47/100 DOLLARS ($239.47), beginning one month from date, said installments are to be applied first to payment of interest on the principal sum, or so much thereof as shall from time to time remain unpaid, and the balance to be applied to payment of principal, until the entire amount is paid in full,
Interest shall be charged from the 26th of February 1973 and as herein shown the First payment including interest shall be due on the 26th of March 1973.

JAN29	CONV	15,250.00		
JAN29	MORT'G	10,000.00		
JAN29	S'TAX		A* 39.52	
JAN29	S'TAX		A* 8.00	
JAN29	PR'FEE		A* .50	
JAN29	WDEED		A* 4.00	* 52.02

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.

we, JAMES A. LINN AND WIFE, DORA MAI LINN

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto JOHN W. MYERS AND WIFE, MARY K. MYERS and GUY W. USERY AND WIFE, DIANE S. USERY

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

Being Lot No. 1 on the Plan of Malcolm Clark's Subdivision as of record in Plan Book 2, page 124, Chancery Court at Nashville. Said Lot No. 1 fronts 50 feet on the westerly side of 12th Avenue South, formerly Kayn Avenue, as widened, and runs back 134 feet to an alley and shows 52 feet on said alley.
Being the same property conveyed to JAMES A. LINN AND WIFE, DORA MAI LINN by deed from Mary D. White, a widow, of record in Book 1148, page 200, Register's Office for said County.

This instrument was prepared by Truman Wrenne, Tennessee Title Company.

This is improved (X) unimproved ( ) property known as 2611 - 12th Avenue South, Nashville, Tennessee
(House Number) (Street) (P. O. Address:) (City or Town) (Postal Zone)

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 W. F. Carter 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 $ 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 26th day of January, 1973.

James A. Linn

James A. Linn

Dora Mai Linn

Dora Mai Linn

John W. Myers

John W. Myers

Mary K. Myers

Mary K. Myers

Guy W. Usery

Guy W. Usery

Diane S. Usery

Diane S. Usery

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 15,250.00

Affiant

Subscribed and sworn to before me, this the 26TH day of January, 73

My commission expires April 30TH 1973 (Affix Seal)

Notary Public

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned authority a Notary Public in and for said County and State, the within named James A. Linn and wife, Dora Mai Linn the 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 26TH day of January, 1973.

Commission Expires April 30TH, 1973

Notary Public

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named John W. Myers and wife, Mary K. Myers and Guy W. Usery and wife, Diane S. Usery, 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, Tennessee, this 26TH day of January, 1973.

Notary Public

My commission expires: My Commission Expires April 30, 1973

INSTALLMENT DEED
G-230148-gh

FROM JAMES A. LINN ET UX

TO JOHN W. MYERS ET UX ET AL

PLEASE FILE

B92778

IDENTIF. REFERENCE

JAN 29 2 34 PM '73

FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TENN.

Published by
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404 James Robertson Parkway
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