BOOK 4677 PAGE 807

Installment Deed

This Instrument Was Prepared By
DENNEY, LACKEY, CHERNAU & CASTLEMAN
218 Third Avenue North
Nashville, Tennessee 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
E. Randall Henderson, Jr. et ux Sally L. Henderson (NAME)	Same (NAME)	Map 116-11
422 Ellendale Avenue (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par. 15
Nashville, Tenn. 37205 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED THIRTY THOUSAND AND NO/100 ($130,000.00) *Dollars, of which* TWENTY SIX THOUSAND AND NO/100 ($26,000.00) *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* ONE HUNDRED FOUR THOUSAND AND NO/100 ($104,000.00) *Dollars,*

E. Randall Henderson, Jr. and wife Sally L. Henderson *have executed* their promissory note of even date herewith in the amount of $104,000.00 Payable to W. Raymond Denney and wife Katherine White Denney in equal monthly installments of $853.80 each, interest at the rate of 7 3/4 percent per annum on the unpaid balance, for a period of twenty (20) years, with the first payment commencing on the first day of March, 1973 and continuing thereafter until paid in full,

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, W. Raymond Denney and wife, Katherine White Denney *have this day bargained and sold, and do hereby transfer and convey unto the said* E. Randall Henderson, Jr. and wife Sally L. Henderson, their *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Being two adjoining tracts of land, being Lot No. 2 and the westerly parts of Lots Nos. 19A and 19B of Block "D" on the Map of the Malone Property called "Honeywood Subdivision," according to an unrecorded Plan made by W. B. Southgate, Surveyor:

Lot No. 2 is described as follows: Beginning at a point on the east side of Ellendale Avenue 222-1/2 feet from the corner of Honeywood Avenue and runs back in an easterly direction 200 feet to a point, the common corner of Lots 1, 2, 19 and 20 of said plan; thence in a northerly direction 200 feet to a corner, the common corner of Lots 2, 3,18 and 19 on said plan; thence in a westerly direction 200 feet to the easterly margin of Ellendale Avenue; thence in a southerly direction along the easterly margin of Ellendale Avenue 200 feet to the point of beginning.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Subscribed and sworn to before me this ____ day of _____, 19__

My commission expires _____

Notary Public

...value whichever is greater, for this transfer is $130,000.00

Affiant

Being the same property conveyed to W. Raymond Denney and wife, Katherine White Denney, by deed from Percy D. Maddin, Trustee, of record in Book 1108, page 610, Register's Office for Davidson County, Tennessee.

The westerly parts of said Lots Nos. 19A and 19B are described as follows: Beginning at the common corner between Lots Nos. 1,2,19 and 20, being the southeast corner of said Lot 2 described above; thence northerly along the easterly line of said Lot 2, a distance of 200 feet to the common corner between Lots 2,3,18 and 19; thence easterly along the common corner between Lots 18 and 19, 28 feet to the east side of a hedgerow; thence along said east side southerly 200 feet, more or less, to a point in the common line between Lots 19 and 20; thence westerly along said common line 29 feet to the beginning.

Being the same property conveyed to W. Raymond Denney and wife, Katherine W. Denney, by deed from Vaden M. Lackey, Jr. and wife, Nancy Denney Lackey, of record in Book 4055, page 827, said Register's Office.

This is unimproved ( ) improved (X) property, known as 422 Ellendale Avenue, Nashville, Tennessee 37205
(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 E. Randall Henderson, Jr. and wife Sally L. Henderson, 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.*

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* E. Randall Henderson, Jr. and wife, Sally L. Henderson, 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 E. Randall Henderson, Jr. and wife Sally L. Henderson *hereinafter referred to as trustors, hereby transfer and convey unto* Walter H. White, *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 $ 73,000.00, *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, genetal 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 trust 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 1st *day of* February, *19*73.

W. Raymond Denney

Katherine White Denney

E. Randall Henderson, Jr.

Sally L. Henderson

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, [illegible], *a Notary Public in and for said County and State,* W. Raymond Denney and wife Katherine White Denney,

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* 1st *day of* February, *19*73.

NOTARY PUBLIC

Notary Public

Commission expires February 20, 1975

DAVIDSON COUNTY, TENN. RECD. FEB 20, 1975

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STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me [illegible], *a Notary Public in and for said County and State,* E. Randall Henderson, Jr. and wife Sally L. Henderson,

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 1st *day of* February, *19* 73

Commission expires February 26 1975 [illegible] *Notary Public*

JOHN P. WHITE NOTARY PUBLIC EXP. FEB. 26 1975 DAVIDSON CO. TENN.

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

W. RAYMOND DENNEY AND WIFE
KATHERINE WHITE DENNEY

TO

E. RANDALL HENDERSON, JR.
AND WIFE SALLY L. HENDERSON

FEB-1 73	CONV	90,000.00			
FEB-1 73	CONV	40,000.00			
FEB-1 73	MORT'G	90,000.00			
FEB-1 73	MORT'G	14,000.00			
FEB-1 73	S'TAX		A*	338.00	
FEB-1 73	S'TAX		A*	102.00	
FEB-1 73	PR'FEE		A*	.50	
FEB-1 73	W'DEED		A*	8.00	* 448.50

B 9 3 3 4 3

IDENTIF. REFERENCE

FEB 1 1 13 PM '73

REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

GUARANTY TITLE

Office of

CHICAGO TITLE INSURANCE COMPANY

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