91-11

INSTALLMENT DEED

309 FW

For and in Consideration of the sum of TWENTY FIVE THOUSAND FIVE HUNDRED AND NO/100---

----------($25,500.00)---------- Dollars,

of which SIX THOUSAND THREE HUNDRED SEVENTY FIVE AND NO/100--($6,375.00)----- Dollars,

has been paid in cash by Floyd W. Lovvorn and wife, Helen M. Lovvorn ----------

the receipt of which is hereby acknowledged, and for the remainder NINETEEN THOUSAND ONE

HUNDRED TWENTY FIVE AND NO/100----------($19,125.00)---------- Dollars,

the said Floyd W. Lovvorn and wife, Helen M. Lovvorn ha ve assumed and agreed to pay $4,980.11, said amount being the remaining unpaid balance of a certain note which is secured by a deed of trust executed by Paul E. Singleton and wife, Lillian B. Singleton to Louis R. Linx, Trustee, of record in Book 4578, page 179, Register's Office for Davidson County, Tennessee, and in further consideration have executed their one note of even date herewith in the original principal amount of $14,144.89, payable to the order of Paul E. Singleton and wife, Lillian B. Singleton, in 12 annual installments of $1,178.75 each, the first of which is due and payable on the 1st day of March, 1974, and thereafter a like amount on the 1st day of each succeeding March, the last installment being due and payable on the 1st day of March, 1985. The unpaid principal bears interest at the rate of Seven and 1/2 per centum per annum, to be computed on the unpaid principal balance and to become due and payable on each and every payment date, 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, Paul E. Singleton and wife, Lillian B. Singleton

---

have this day bargained and sold, and do hereby transfer and convey unto the said Floyd W. Lovvorn and wife, Helen M. Lovvorn their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lots Nos. 802 and 804 of Block 115, Plan No. 1, West Nashville, as of record in Book 57, pages 74 and 75, Register's Office for said County.

Said Lots Nos. 802 and 804 front together 60 feet on the southerly side of Alabama Avenue and run back between parallel lines with the westerly margin of 49th Avenue, North, formerly 8th Street, 150 feet to an alley.

Being the same property conveyed to Paul E. Singleton and wife, Lillian B. Singleton, by deed from Mrs. Susie Smith, a widow, of record in Book 1713, page 18, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, know as 4901 Alabama Avenue (House Number) (Street) Nashville, Tennessee P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Floyd W. Lovvorn and wife, Helen M. Lovvorn 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 Floyd W. Lovvorn and wife, Helen M. Lovvorn 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 in hand paid, We, the said Floyd W. Lovvorn and wife, Helen M. Lovvorn

do hereby transfer and convey unto Steven T. Anderson, 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 Floyd W. Lovvorn and wife, Helen M. Lovvorn 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 Floyd W. Lovvorn and wife, Helen M. Lovvorn 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 Floyd W. Lovvorn and wife, Helen M. Lovvorn thei 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 Steven T. Anderson, 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 Paul E. Singleton and wife, Lillian B. Singleton and Floyd W. Lovvorn and wife, Helen M. Lovvorn hereunto set our hands at Nashville, Tennessee, this the 1st day of March 19 73

Floyd W. Lovvorn
Helen M. Lovvorn
Paul E. Singleton
Lillian B. Singleton

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 Paul E. Singleton and wife, Lillian B. Singleton and Floyd W. Lovvorn and wife, Helen M. Lov vorn

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 1st day of March, 19 73

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Commission Expires May 15, 1978

Jo Ann Smith, Notary Public.

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 4685 PAGE 453

Before me, ...

County aforesaid, personally appeared ....., a Notary Public of the State and

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.....

Commission expires ....., Notary Public.

(over for additional acknowledgements)

MAR-2[illegible]	CONV	25,500.00			
MAR-2[illegible]	MORT'G	14,144.89			
MAR-2[illegible]	S'TAX		A*	66.30	
MAR-2[illegible]	S'TAX		A*	12.10	
MAR-2[illegible]	PR'FEE		A*	.50	
MAR-2[illegible]	W'DEED		A*	8.00	* 86.90

INSTALLMENT DEED

FROM
Paul E. Singleton and wife,
Lillian B. Singleton
TO
Floyd W. Loyvorn and wife,
Helen M. Loyvorn

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

B 96839

IDENTIF. REFERENCE

MAR 2 3 43 PM '73

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

TOWLEY CO., NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Floyd W. Loyvorn (NAME)	First Federal Savings & Loan Assoc. (NAME)	
7684 Sawyer Brown Road (STREET ADDRESS OR ROUTE NUMBER)	Fourth & Union Streets (STREET ADDRESS)	
Nashville, Tennessee 37221 (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee 37219 (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

$ 25,500.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 1st DAY OF March 19 73

Notary Public

MY COMMISSION EXPIRES: May 28, 1973

(SEAL)