This instrument was prepared by:
Harvey W. Pedigo, Atty. And
of the Law Firm of Pedigo & Saindon

Installment Deed

BOOK 4689 PAGE 994

Stahlman Bldg. Nashville, Tennessee

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
John M. Worrell	Kimbrough-Kavanaugh & Asso.	
(NAME:) 2063 Mashburn Road	(NAME:) 404 James Robertson Parkway	119-7
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee	(STREET ADDRESS) Nashville, Tennessee	73
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Sixteen Thousand and No/100----------

----------($16,000.00)---------- *Dollars,*

of which Four Hundred Eighty One and 90/100----------

----------($481.90)---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Fifteen Thousand Five Hundred

Eighteen and 10/100---------($15,518.10)---------- *Dollars,*

JOHN M. WORRELL and wife, REBECCA W. WORRELL *have* ~~executed~~

assumed and agree to pay the unpaid balance of $5,418.10 of an indebtedness in the original amount of $9,800.00, secured by deed of trust of record in book 2354, page 199, Register's Office for Davidson County, Tennessee and the said John M. Worrell and wife, Rebecca W. Worrell have executed one note of even date herewith in the principal sum of $10,100.00, payable to the order of William E. McNeil and wife, Norma S. McNeil, in 240 monthly installment of $81.37 each, which includes both principal and interest at the rate of 7-1/2% per annum the first installment falling due one month from date and the others monthly thereafter until the principal and interest have been 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, We, WILLIAM E. McNEIL and wife,

NORMA S. McNEIL,

have this day bargained and sold, and do hereby transfer and convey unto the said JOHN M. WORRELL and

wife, REBECCA W. WORRELL,

their *(successors), heirs and assigns,*

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

BEING Lot No. 6 on the Plan of Laurel Acres, Subdivision, of record in Book 2133, page 48, Register's Office for said County, described as follows: Beginning at a point on the northerly margin of Mashburn Court: thence northerly 163.8 feet to a point; thence 185.3 feet to a point in the westerly margin of Mashburn Road: thence southerly 101.6 feet on the westerly margin of Mashburn Road to a point which is the beginning of a curve: thence around said curve 37.1 feet to a point which intersect Mashburn Road and Mashburn Court: thence westerly 164.8 feet on the northerly margin of Mashburn Court to the point of beginning.
Being the same property conveyed to William E. McNeil and wife, Norma S. McNeil, by deed from Sylvia J. Russell, of record in book 4018, page 571, Register's Office for Davidson County, Tennessee

The note herein secured shall become due and payable forwith at the option of the holder thereof if premises are conveyed to another party or if title thereto shall become vested in any other person or persons: provided however that the lender may waive this condition and give consent to such transfer.

The note herein secured shall become due and payable forthwith at the option of the holder thereof if the grantee defaults in the payment of the First Trust Deed above cited. N. McNeil W. McNeil

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $16,000.00

Subscribed and sworn to before me, this the 19th day of March 1973

John M. Worrell
Affiant

My commission expires: 4/25/76
(Affix Seal)

Mary E. Nay
Notary Public

unimproved ( )
This is improved (XX) property, known as 2603 Mashburn Court, 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 John M. Worrell and wife, Rebecca W. Worrell, 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 deed of trust as above set out.

we further covenant and bind ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* John M. Worrell and wife, Rebecca W. Worrell, 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 John M. Worrell and wife, Rebecca W. Worrell, *hereinafter referred to as trustors, hereby transfer and convey unto* Raymond H. Darrow, *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.

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 15th *day of* March, *19* 73

Willis E McNeil
WILLIAM E. McNEIL

Norma S. McNeil
NORMA S. McNEIL

John M. Worrell
JOHN M. WORRELL

Rebecca W. Worrell
REBECCA W. WORRELL

STATE OF TENNESSEE }
COUNTY OF ~~DAVIDSON~~ Dickson }

Personally appeared before me, Ann M. Stroud, *a Notary Public in and for said County and State,* William E. McNeil and wife, Norma S. McNeil

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 Dickson *Tennessee, this* 15th *day of* March, *19* 73

Ann M. Stroud *Notary Public*

Commission expires 1-24-77

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STATE OF Tennessee }
COUNTY OF Davidson }

Personally appeared before me, Mary Ensey, *a Notary Public in and for said County and State,* John M. Worrell and wife, Rebecca W. Worrell

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, Tenn.
this 19th *day of* March, *19* 73

Mary Ensey *Notary Public*

Commission expires 4/25/76

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 .....

PLEASE RETURN TO 69193-B
[illegible]
CHICAGO TITLE INS. CO.
EUSTON TRUST BLDG.
NASHVILLE, TENN. 37201

INSTALLMENT DEED

FROM
William E. McNeil, et ux

TO
John M. Worrell, et ux

B 98724

IDENTIF. REFERENCE

MAR 19 2 08 PM '73
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

MAR 1973	CONV	16,000.00			
MAR 1973	MORT'G	10,100.00			
MAR 1973	S'TAX		A*	41.60	
MAR 1973	S'TAX		A*	8.10	
MAR 1973	PR'FEE		A*	.50	
MAR 1973	W'DEED		A*	8.00	* 58.20