Installment Deed

BOOK 1690 PAGE 678

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Mr. Ronald M.Grendell (NAME:)	Security Federal Savings & Loan (NAME:)	Map 149
Bell Road (STREET ADDRESS OR ROUTE NUMBER)	500 Union Street (STREET ADDRESS)	Par. 156.3
Antioch, Tenn. (CITY) (P. O. ZONE) (STATE)	Nashville, Tenn. 37219 (CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of ----------($34,850.00)---------

Thirty Four Thousand Eight Hundred Fifty and no/100---------- *Dollars,*

of which ----------($5,000.00)----------

Five Thousand and no/100---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for a part of the remainder the said purchasers have assumed and agreed to pay the balance of a loan to Security Federal ~~XXXXX~~ Savings & Loan Association in the approximate unpaid balance of $22,850.00 and for the remaining Seven Thousand($7,000.00) ~~XXXXXXXXXX~~ Dollars, the said purchasers have executed their note, for that amount, of even date herewith, payable to the order of Travis L.McElroy and wife, Bettye S.McElroy in monthly installments of $97.19 each, including interest at the rate of 7-1/2% per annum. Out of each installment the interest will first be deducted and the balance applied on the principal. First payment to commence on the 1st day of April, 1969. It is understood and agreed between the parties that the purchasers will not attempt to sell or transfer said property in any way until Second Mortgage is 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, TRAVIS L. MCELROY AND WIFE, BETTYE SMITH MCELROY

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

RONALD M. GRENDELL AND WIFE, VIVIAN L. GRENDELL

their ~~XXXXXX~~ *heirs and assigns,*

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

Being in the 2nd Civil District of Davidson County, Tennesses, being a part of a tract of 12.08 acres that was conveyed to James Loyal Sanders and wife, by deed from J.S.Tatom and wife, of record in Book 1759, page 224, said Register's Office for said County and described according to a survey made by Geo. W.Watkins, Surveyor on November 27,1961 and being designated on said survey as the north part of a 2.30 acres, more or less as follows:
BEGINNING at an iron pin in the east margin of Old Hickory Boulevard or Bells Lane, a corner of a tract of 2.30 acres, more or less and the southwest corner of a tract of 2.82 acres, more or less; thence with the line between said tracts, South 89°24' East 476.5 feet to an iron pin at the corner of Mayo and Shelton Land; thence with their line, South 3°53' East 104.75 feet to a point; thence westerly 470 feet to the easterly margin of Old Hickory Boulevard or Bells Lane; thence with the margin of the same, northerly 110 feet, more or less to the point of beginning, and containing 1.15 acres, more or less.

Being the same property conveyed to Travis L.McElroy and wife, Bettye Smith McElroy by deed from James Loyal Sanders and wife, of record in Book 3575, page 115, said Register's Office.

Taxes for current year to be prorated and assumed by Purchasers.

This Instrument was prepared by:
DODSON BATSON, Attorney
702 First Amer. Nat'l Bk. Bldg.
Nashville, Tennessee

AR215	CONV	34,850.00			
AR215	MORT'G	*7,000.00			
AR215	S'TAX		A*	90.48	
AR215	S'TAX		A*	5.00	
AR215	PH'FEE		A*	.50	
AR215	W'DEED		A*	6.00	* 101.98

B 898995

IDENTIF. REFERENCE

MAR 21 8 38 AM '73

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACUTAL CONSIDERATION OR VALUE, WHICH-EVER IS GREATER, FOR THIS TRANSFER IS $ 34,850.00

Ronald M. Grendell
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 30th DAY OF March, 1973.

Notary Public

MY COMMISSION EXPIRES: 1-23-74

unimproved ( )
This is improved ( ) property, known as ..... (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 Ronald M.Grendell and wife, Vivian L.Grendell *their* ~~XXXXXXX~~ (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* Ronald M.Grendell and wife, Vivian L.Grendell, their ~~XXXXXXX~~ *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 Ronald M.Grendell and wife, Vivian L.Grendell *hereinafter referred to as trustors, hereby transfer and convey unto* Percy Wilkins, *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 proceedi[illegible] together with a reasonable attorney's fee, [illegible] 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 3 *day of* April, *19* 69.

Ronald M. Grendell

Vivian L. Grendell

Travis L. McElroy

Battye Smith McElroy

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, [illegible], *a Notary Public in and for said County and State,* Travis L.McElroy and wife, Battye Smith McElroy and Ronald M.Grendell and wife, Vivian L.Grendell

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 *Tennessee, this* 3rd *day of* April, *19* 69

[illegible] *Notary Public*

Commission expires May 2, 1971