17853-B

Title Corp

C00873

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM

Magnolia M. Leggett

TO

Frances Duff Henry and son, William L. Henry

For draftsman's use

This instrument was prepared by Jno. B. Cobb, Jr., Attorney at Law Stahlman Building, Nashville, Tenn.

BOOK 4694 PAGE 715

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Frances Duff Henry etal (NAME)	Frances Duff Henry (NAME)	
E-5 112 Acklen Park Drive (11 (STREET ADDRESS OR ROUTE NUMBER)	E-5 2Acklen Park Drive (STREET ADDRESS)	104-15
Nashville, Tennessee (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee 37203 (CITY) (STATE) (ZIP)	307

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

APR 3 3 35 PM '73

FELIX Z. WILSON JR. REGISTER DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 16,000.00 Frances D. H. Henry
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 2nd DAY OF April 19 73

Jo Ann Smith
Notary Public

MY COMMISSION EXPIRES: May 15, 1973

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of SIXTEEN THOUSAND AND NO/100 ($16,000.00) DOLLARS

of which $ 2,500.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their one note of even date herewith in the principal amount of $13,500.00, payable to the order of Magnolia M. Leggett in 144 monthly installments of $138.84 each, the first of which is due and payable on the 2nd day of May, 1973, and thereafter a like amount on the 2nd day of each succeeding month, with the last and final installment being due and payable on the 2nd day of April, 1985. The installments include interest at the rate of 7% per annum; said payments to be applied first to interest and balance to principal until the entire amount, both principal and interest has been paid in full, all in accordance with the terms and conditions as set out in said note.

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,

I, Magnolia M. Leggett, a widow

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Frances Duff Henry and son, William L. Henry

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

Land in Davidson County, Tennessee, being the easterly one-half of Lot No. 38 on the Plan of Belair, as of record in Book 332, page 6, Register's Office for said County.

Said easterly one-half of Lot No. 38 fronts 50 feet on the southerly side of Sunset Avenue, now West Linden Ave. and runs back between parallel lines, 192 feet to a dead line.

Being the same property conveyed to John W. Leggett and wife, Magnolia M. Leggett, by deed from D. F. Blackmon and wife, Maud Elizabeth Blackmon, of record in Book 2604, page 430, Register's Office for Davidson County, Tennessee, the said John W. Leggett having since died.

APR-3	CONV	16,000.00			
APR-3	MORT'G	13,500.00			
APR-3	S'TAX		A*	41.60	
APR-3	S'TAX		A*	11.50	
APR-3	PR'FEE		A*	.50	
APR-3	W'DEED		A*	4.00	* 57.60

unimproved ( )
This is improved (XX) property, known as 2517 West Linden Avenue 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 seised 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 Jno. B. Cobb, Jr. 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 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 2nd day of April 19 73.

Frances Duff Henry
Frances Duff Henry

William L. Henry
William L. Henry

Magnolia M. Leggett
Magnolia M. Leggett
By John William Leggett Jr.
John William Leggett, Jr.
Attorney-in-Fact

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this 2nd day of April, 1973, before me Jo Ann Smith, a Notary Public in and for said County and State, personally appeared John William Leggett, Jr., to me known to be the person who executed the foregoing instrument in behalf of Magnolia M. Leggett and acknowledged that he executed the same as the free act and deed of the said Magnolia M. Leggett.

Witness my hand and seal at Nashville, Tennessee, this the 2nd day of April, 1973.

Jo Ann Smith
Notary Public

My commission expires: May 15, 1973

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Jo Ann Smith, a Notary Public in and for said County and State, the within named Frances Duff Henry and Son, William L. Henry 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 2nd day of April, 1973.

Jo Ann Smith, Notary Public.

Commission expires May 15, 1973.

Commission expires .