BOOK 4701 PAGE 382

Installment Deed

MAIL TO: JIM STEVENS RLTY. AUCTION
3937 GALLATIN RD. NASHVILLE, TENN.

This Instrument prepared by: Henry K. Buckner, Jr. 3937 Gallatin Rd. Nashville, Tenn. 37216

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Leonard Q. Canfield	First Federal Savings & Loan Assn.	Map 48
(NAME:) 1717 8th ave. No.	(NAME:) 236 4th Ave. North	Par 66
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tenn.	(STREET ADDRESS) Nashville, Tenn. 37219.	13D-27520
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of NINE THOUSAND SEVEN HUNDRED FIFTY AND NO/100- ($9,750.00) *Dollars, of which* EIGHT HUNDRED AND NO/100 ($800.00) *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* EIGHT THOUSAND NINE HUNDRED FIFTY AND NO/100 ($8,950.00) *Dollars,*

Leonard Quay Canfield and wife, Nellie Z. Canfield

have executed

their one promissory note in the principal sum of $8,950.00, payable to the order of James M. Fischer, Jr., Trustee, in consecutive monthly installments of $68.46, including principal and interest, interest being at the rate of 8 3/4% per annum on the unpaid principal sum which shall from time to time remain unpaid, and the balance to be applied to the payment of the principal sum until the entire amount, both principal and interest, has been paid. The first installment payment shall become due and payable on or before May 4, 1973, and thereafter, said consecutive monthly installment payments shall continue as aforesaid. Amounts paid will be credited first to interest accrued; the balance will be credited to the amount of unpaid principal sum.

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, James M. Fischer, Jr., Trustee with full power to sell, mortgage or otherwise convey without the joinder or disclosure of any beneficiaries

has *this day bargained and sold, and do hereby transfer and convey unto the said* Leonard Quay Canfield and wife, Nellie Z. Canfield

their *(successors), heirs and assigns,*

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

Land in the 13th Civil District of Davidson County, Tennessee, being part of Lot No. 7 in the Division of the Drake Lands, as of record in Minute Book "J", Pages 396 and 397, County Court for said County, and described acoording to a survey by G. Barry Greer, Tennessee Registered Surveyor No. 211, dated November 15, 1971.

BEGINNING at a railroad spike in the center of Drakes Branch Road; said spike being the northeast corner of property conveyed to Rufus H. Hedgepath and wife, by deed of record in Book 3574, Page 485, and the southeast corner of the herein described property; thence South 88 degrees 6 minutes 30 seconds West 722.7 feet in Hedgepath's northerly line to an iron pin; thence North 1 degree 17 minutes East 294.9 feet to an iron pin; thence South 86 degrees 53 minutes 30 seconds East 154.3 feet to an iron pin; thence South 2 degrees 18 minutes West 101.2 feet to an iron pin; thence South 86 degrees 53 minutes 30 seconds East 335.0 feet to an iron pin; thence North 81 degrees 5 minutes East 198.5 feet to a railroad spike in the center of Drakes Branch Road; thence southeastwardly with the center of said road 177.65 feet to the point of beginning, containing 3.1 acres, more or less.

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Land in the 13th Civil District of Davidson County, Tennessee, being part of Lot No. 7 in the Division of the Drake Lands, as of record in Minute Book "J", Pages 396 and 397, County Court for said County, and described according to a survey by G. Barry Greer, Tennessee Registered Surveyor No. 211, dated November 15, 1971.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 9,750.00

Subscribed and sworn to before me, this the 4th day of April 19 73

Affiant

My commission expires: Nov. 19 1973 (Affix Seal)

Notary Public

Beginning at a railroad spike in the center of Drakes Branch Road; said railroad spike being located 177.65 feet northwestwardly in the center of Drakes Branch Road from the northeastern corner of property conveyed to Rufus H. Hedgepath and wife, by deed of record in Book 3574, Page 485, Register's Office for Davidson County, Tennessee; thence South 81 degrees 5 minutes West 198.5 feet to a point; thence North 86 degrees 53 minutes 30 seconds West 335.0 feet to an iron pin; thence North 2 degrees 18 minutes East 101.2 feet to an iron pin; thence South 86 degrees 53 minutes 30 seconds East 515.0 feet to an iron pin in the center of Drakes Branch Road; thence southeastwardly in the center of Drakes Branch Road 61.75 feet to the point of beginning, containing 1.1 acres, more or less.

BEING the same property conveyed to James M. Fischer, Jr., Trustee with full power to sell, mortgage or otherwise convey without the joinder or disclosure of any beneficiaries by deed from Jere L. Glaus, unmarried, of record in Book 4596, Page 102, Register's Office for Davidson County, Tennessee.

The hereinabove described lien is made subordinate to a first mortgage, which is served by a Deed of Trust of record in Book 4319, Page 690, Register's Office for Davidson County, Tennessee.

This instrument is subject to the following restrictions:

1. No swine or commercial poultry may be kept on property.
2. No storage of junk cars, storage of used building materials or any other offensive or unsightly storage may be placed on property.

APR25	CONV	*9,750.00				
APR25	MORT'G	*8,950.00				
APR25	S'TAX		A*	25.22		
APR25	S'TAX		A*	6.90		
APR25	P&FEE		A*	.50		
APR25	W'DEED		A*	6.00	*	38.62

This is improved (X) unimproved ( ) property, known as Drakes Branch Rd. (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 Leonard Quay Canfield and wife, Nellie Z. Canfield *their (successors), heirs and assigns forever.* I *covenant that* I am *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 as stated above

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* grantees, 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 Leonard Quay Canfield and wife, Nellie Z. Canfield *hereinafter referred to as trustors, hereby transfer and convey unto* Tom G. Coleman, Jr., *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 $ insurable interest *, 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 4th *day of* April, *19* 73.

Leonard Quay Canfield

Nellie Z. Canfield

James M. Fischer, Jr. Trustee

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* James M. Fischer, Jr., Trustee, Leonard Quay Canfield and wife, Nellie Z. Canfield

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* 4th *day of* April, *19* 73.

Edna Earle Carney *Notary Public*

Commission expires Nov. 19, 1973

STATE OF.....
COUNTY OF.....

Personally appeared before me, ..., *a Notary Public in and for said County and State,* .....
.....
the within named 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 }

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.....

MAIL TO: JIM STEVENS RLTY. AUCTION
3937 GALLATIN RD. NASHVILLE, TENN.

INSTALLMENT DEED

FROM

JAMES M. FISCHER, JR., TRUSTEE

TO

LEONARD QUAY CANFIELD, ETUX

C 0 3 8 2 1

IDENTIF. REFERENCE

APR 25 1 45 PM '73

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of
Madison Title Company
220 Gallatin Road
MADISON, TENNESSEE 37115

Representing
Chicago Title Insurance Company
CHICAGO, ILLINOIS