BOOK 4711 PAGE 739 Map 92-4 Par 235

FORM 1003 INSTALLMENT DEED — TENNESSEE TITLE COMPANY

This Instrument Prepared By The Law Firm Of WOOLARD & BISHOP Lebanon, Tennessee

FOR AND IN CONSIDERATION OF the sum of Two Thousand ($2000.00) DOLLARS

of which $ 50.00 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 promissory note bearing even date herewith in the amount of $1950.00, due and payable at the rate of Forty-Seven and 61/100 Dollars ($47.61) for a period of forty-eight months (48 months), the same being payable on the 30th day of each consecutive calendar month, beginning with June 30, 1973, until paid in full with interest, said note bearing interest from date at Eight per cent (8%), payable monthly, said interest being included within and made a part of said monthly installments, with the right to pay all or any part of said note in advance of the due date thereof, said note

Buyer + Sat Bills
Mail Abron Brown · 1105 Jackson St · Nash Tenn

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, Mina Kelly,

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

Abron Brown and wife, Frances Brown,

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: Located in Nashville, being the westerly 23 feet 10½ inches on Lots 13 and 14 on the plan of Morrison's Subdivision of Lot #158 Judge McNairy's Home place, not of record, also being a part of the lot marked "Roth" on the plan of Johnson Bransford's Subdivision of a part of said Lot #158, Judge McNairy's Mansion House Tract. as of record in Book 161, page 146, Register's Office for said county, described as follows:

Beginning on the southerly margin of Jackson Street, at the northwest corner of the property conveyed to James Cornell and wife by deed from Ella S. Donlon, of record in Book 1414, page 22, said Register's Office, thence with the southerly margin of Jackson Street westerly 23 feet 10 inches; thence southwardly 100 feet; thence eastwardly 23 feet 10½ inches to Cornell's southwest corner; thence with Cornell's westerly line northwardly 100 feet to the beginning.

This is the same property that was conveyed to me, the said Mina Kelly, and to my husband, Fred Kelly, now deceased, by deed of Cleo Kelly dated Nov. 17, 1970, of record in Book 1461, page 282, Register's Office of Davidson County, Tennessee.

Said property is known as 1107 Jackson Street, Nashville, Tennessee.

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 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 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 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 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 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 th 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 26th day of May, 1973.

Mina Kelly

Abron Brown

Frances Brown

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, $2,000.00

Abron Brown

Subscribed and sworn to before me this 30th May 1973

Deputy Register

STATE OF Tennessee,
COUNTY OF Wilson.

Personally appeared before me, E.R.Woolard, a Notary Public in and for said County and State, the within named Mina Kelly, and Abron Brown and wife, Frances Brown, 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 Lebanon, Tenn., this 26th day of May, 1973.

Commission Expires 8-22-73.

Notary Public

STATE OF
County

Before me, , a Notary Public within and for the State and County aforesaid, personally appeared , and , with whom I am personally acquainted and who upon { his oath / their several oaths } acknowledged { himself / themselves } to be the and respectively of the the within named bargainor, a corporation, and that { he / they } as such and being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said as such MAY30 CONV and attesting the [illegible] of the said as such MAY30 STAX

WITNESS my hand and official seal at MAY30 PRTLE on this the day of MAY30 WDEED, 19

My commission expires

A* 5.20
A* .50
A* 4.00 * 9.70

Notary Public

INSTALLMENT DEED

FROM

TO

REGISTER'S OFFICE

STATE OF TENNESSEE
DAVIDSON COUNTY

Received for Record this 30 day of May, 1973 at 9:54 A.M.
Noted in Book C08 Page 53
Recorded
Recording Fee

IDENTIFICATION REFERENCE

FELIX T. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

County Register

By Dept. Reg.

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