Installment Deed

BOOK 4717 PAGE 226

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Robert J. Howell	Mr. Robert J. Howell	
(NAME) 616 Enquirer Avenue	(NAME) 616 Enquirer Avenue	130-2
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee	(STREET ADDRESS) Nashville, Tennessee 37205	115 pm
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Forty Two Thousand & 00/100 ($42,000.00) ---------- *Dollars,*

of which Seven Thousand, Five Hundred & 00/100 ($7,500.00) ---------- ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Thirty Four Thousand, Five Hundred & 00/100 ($34,500.00) ---------- *Dollars,*

the grantees, Robert J. Howell and wife, Janet B. Howell,

have *executed*

their one promissory note of even date herewith, payable to the order of Sarah V. Hall on or before June 8, 1980, providing for interest installments as specified therein,

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, I, SARAH V. BELL, now HALL, unmarried,

have this day bargained and sold, and do hereby transfer and convey unto the said grantees, ROBERT J. HOWELL and wife, JANET B. HOWELL,

their *(successors), heirs and assigns,*

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

Land in Davidson County, Tennessee, being Lot No. 23 in a plan known as a subdivision of Lots Nos. 19, 20 and 21 in the Belle Meade Second Plan, as of record in Book 421, page 172, Register's Office for said County.

Said Lot No. 23 fronts 100 feet on the easterly side of Enquirer Avenue and extends back in an easterly direction between parallel lines 295 feet on its northerly margin and 294.6 feet on its southerly margin to a dead line, and measures 100 feet on the rear line.

Being the same property conveyed to Sarah V. Bell (now Hall) by deed from Marion S. Webb and wife, as of record in Book 814, page 42, said Register's Office.

This conveyance is subject to restrictions, easements and setback lines applicable to said property, and to the lien of taxes for the year 1973.

NOTARY PUBLIC

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 42,000.00

Subscribed and sworn to before me, this the 6-14 day of June 19 73

Affiant

My commission expires: 4/25/76 (All...Seal)

Notary Public

This instrument was prepared by John J. Archer, Attorney
300 James Robertson Parkway, Nashville, Tennessee 37201

If the said grantees (also referred to herein as trustors) or any of grantees' successors in title should convey the subject property or any interest therein to any other party without first obtaining written consent of the holder of the note evidencing the indebtedness securred hereby, or should a creditor, receiver, or trustee in bankruptcy obtain any interest in the property, or should any party obtain an interest by attachment or sale in accordance with the orders of any court of competent jurisdiction or by any means other than inheritance or devise, the entire principal balance and accrued interest securred hereby shall become immediately due and payable at the option of the holder of said note. However, consent of the holder to any such transfer, and failure to exercise said option at such time, shall not constitute a waiver of the right to exercise said option at any other or subsequent time.

C 10445

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IDENTIF. REFERENCE

JUN 11 10 24 AM '73

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

unimproved ( )
This is improved (X) property, known as 616 Enquirer Avenue, 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 Robert J. Howell and wife, Janet B. Howell, 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.*

JUN 11	CONV	42,000.00			
JUN 11	MORTG	34,500.00			
JUN 11	S TAX		A*	109.20	
JUN 11	S TAX		A*	32.50	
JUN 11	FR FEE		A*	.50	
JUN 11	W DEED		A*	6.00	* 148.20

I do *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Robert J. Howell and wife, Janet B. Howell, 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 Robert J. Howell and wife, Janet B. Howell, *hereinafter referred to as trustors, hereby transfer and convey unto* J. Fred Pilkerton, *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 $34,500.00, *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 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 8th *day of* June, 1973

Sarah V. Bell Hall

Sarah V. Bell Hall

Robert J. Howell

Janet B. Howell

Janet B. Howell

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Mary Ensey, *a Notary Public in and for said County and State,* Sarah V. Bell, now Hall, unmarried; and Robert J. Howell and wife, Janet B. Howell,

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* 8th *day of* June, 1973.

Mary Ensey *Notary Public*

Commission expires 4/25/76