BOOK 4730 PAGE 512 **Installment Deed**

THIS INSTRUMENT WAS PREPARED BY
JACOBS H. DOYLE, ATTORNEY
428 STAHLMAN BUILDING
NASHVILLE, TENN. 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP, PARCEL NUMBERS
Ethel L. Berry	Same	
(NAME:)	(NAME:)	Map 105-6
838 Argyle Ave.		Par. 330
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nash, Tenn.		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Sixteen Thousand Seven Hundred Fifty- ($16,750.00) *Dollars,*

of which One Thousand ($1,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Fifteen Thousand Seven Hundred Fifty ($15,750.00) *Dollars,*

Ethel L. Berry *has executed* a promissory note, of even date herewith, payable to the order of Raymond Barrett and Earl Hawkins, in the principal sum of Fifteen Thousand Seven Hundred Fifty ($15,750.00) Dollars, payable in monthly installments of One Hundred Twenty Five ($125.00) Dollars, including both principal and interest at the rate of 8½%; the first installment maturing on the 21st day of May, 1973 and monthly installments of a like amount on the 21st day of each month thereafter until the total until the total amount of Fifteen Thousand Seven Hundred Fifty ($15,750.00) Dollars and interest is paid in full. Out of each installment the accrued interest to date on the unpaid installment will be deducted and the balance credited to the 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, Raymond Barrett and wife, Jill B. Barrett, and Earl Hawkins, unmarried,

have this day bargained and sold, and do hereby transfer and convey unto the said Ethel L. Berry, unmarried,

her *heirs and assigns,*

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

BEING part of Lot No. 9 on the Map of Waverly Place, and a very small triangular strip out of Morningvale Avenue, now closed, as of record in Book 57, Page 95, Register's Office for said county, as follows:

BEGINNING at a point in the northerly margin of Fairview Avenue, 50 feet east of the easterly margin of an alley, being the southeast corner of the property conveyed to Samuel G. Richardson and wife, by deed in Book 465, Page 143, Register's Office; thence along Richardson's easterly line, northerly 201.5 feet to a point in the south margin of an alley; thence with the margin of the same, easterly 50 feet to a point which is 150 feet west of the common corner of Lots 9 and 10; thence southerly parallel to the line between Lots 9 and 10, 201.5 feet to the north margin of Fairview Avenue; thence with the same, westerly 50 feet to the point of beginning.

BEING the same property conveyed to Raymond L. Barrett and Earl Hawkins by deed of record in Book 4584, Page 676, said Register's Office.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 16,750.00

Affiant

Subscribed and sworn to before me, this the 24th day of July, 1973

Notary Public

My commission expires: (Affix Seal)

This conveyance is made subject to an indebtedness of Ten Thousand Four Hundred Seventy Six & 30/100 ($10,476.30) Dollars due and owing Home Federal Savings & Loan Association of Nashville of record in Book 4692, Page 365, R. O. D. C., Tennessee and said amount is included in the consideration clause of Sixteen Thousand Seven Hundred Fifty ($16,750.00) Dollars. This conveyance is subject to said indebtedness and out of each installment paid the seller will make the regular monthly payment of One Hundred Fourteen ($114.00) Dollars, which includes both principal and interest until the aforesaid Ten Thousand Four Hundred Seventy Six & 30/100 ($10,476.30) Dollars with interest, is paid in full.

That the conveyee will reimburse the sellers annually, upon being billed by the sellers, the amount the said sellers have placed with Home Federal Savings & Loan Association of Nashville for payment of taxes and insurance; failure to do so, constitutes a default in the terms of this instrument.

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 Ethel L. Berry, unmarried, her ~~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* Ethel L. Berry, unmarried, her ~~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 Ethel L. Berry, unmarried, *hereinafter referred to as trustors, hereby transfer and convey unto* Jacobs H. Doyle, *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 ~~XXXXXXXXXXXXXXXXXXXX~~ 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.

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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 21 day of May, 19 73.

Ethel L Berry

Earl Hawkins

Jill B Barrett

Raymond L. Barrett

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Raymond Barrett, Jill B. Barrett and Earl Hawkins

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* 21 *day of* May, *19* 73

Leander D. Cate *Notary Public*

My commission expires July 3-1974

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Ethel L. Berry, *the within named bargainor, with whom I am personally acquainted, and who acknowledged that* she *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, Tennessee, *this* 21st *day of* May, *19* 73.

M. L. Rambo — *Notary Public*

Commission expires 11/19/75

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 .....

JUL 24 73	CONV	16,750.00			
JUL 24 73	MORT'G	15,750.00			
JUL 24 73	S'TAX		A*	43.42	
JUL 24 73	S'TAX		A*	13.70	
JUL 24 73	P&FEE		A*	.50	
JUL 24 73	W'DEED		A*	8.00	* 65.62

INSTALLMENT DEED

FROM

RAYMOND BARRETT, ET AL

TO

ETHEL L. BERRY

C 16467

IDENTIF. REFERENCE

Jul 24 10 46 AM '73

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

MALLERNEE REALTY CO
REAL ESTATE · INSURANCE and LOANS
SEE ME BEFORE YOU BUY
OWN YOUR OWN HOME
NASHVILLE TENN.

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