Installment Deed

BOOK 4759 PAGE 372

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Ira L. North, et ux	same	
(NAME:) c/o Madison Church of Christ	(NAME:)	63
(STREET ADDRESS OR ROUTE NUMBER) Madison, Tennessee 37115	(STREET ADDRESS)	92 pt
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Eighteen Thousand, Nine Hundred and no/100---------- *Dollars,*

of which One Thousand and no/100---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Seventeen Thousand, Nine Hundred and no/100---------- *Dollars,*

Ira L. North and wife, Avon S. North, *have executed*

an installment deed note of even date herewith payable to the order of Carson C. Driver and wife, Doris B. Driver, payable in annual installments of $1,000.00 each on the anniversary date of said note, and bearing interest at the rate of seven and three-quarter (7-3/4%) percent, to be paid in accordance with the terms and conditions of said note,

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,

Carson C. Driver and wife, Doris B. Driver,

have this day bargained and sold, and do hereby transfer and convey unto the said

Ira L. North and wife, Avon S. North, their *(successors), heirs and assigns,*

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

A parcel of land in the 11th Civil District, Nashville, Davidson County, Tennessee, bounded on the north by Menees Lane and on the east by the Cumberland River, more particularly described as follows:

Beginning at a nail in the centerline of Menees Lane, 7,275 feet, more or less, from the easterly margin of Neely's Bend Road; thence with the centerline of said road, easterly 300 feet to a nail in the centerline of the road; thence, leaving Menees Lane, south 1 degree 25 minutes east, 627 feet to a point; thence easterly 530 feet, more or less, to the edge of water of the Cumberland River; thence southerly with the Cumberland River, 1,000 feet, more or less, to a point; thence, leaving said river, north 84 degrees 42 minutes west 568 feet to a corner post; thence north 81 degrees 45 minutes west, 658 feet to a corner post; thence north 1 degrees 25 minutes west, 1,377.6 feet to a nail in the centerline of Menees Lane, the point of beginning, and containing 22.6 acres, more or less.

Being a part of the land conveyed to Carson C. Driver and wife, Doris B. Driver, from Frederick B. Cothren and wife, Edith S. Cothren, of record in Book 3849, page 199, Register's Office of Davidson County, Tennessee.

Included in the above description, but excluded from this conveyance is the following described property to-wit:

A parcel of land in the 11th Civil District, Nashville, Davidson County, Tennessee, bounded on the east by the Cumberland River and being part of Tract "B" as of record in Book 4053, page 401, Register's Office of Davidson County, Tennessee, more particularly described as follows:

Beginning at a corner post in the southerly margin of Tract "A" as of record in Book 3849, page 199; thence north 3 degrees 0 minutes west 186.0 feet to an iron pin in a fence; thence north 88 degrees 45 minutes east 500.0 feet to a point on the Cumberland River; thence along said river south 16 degrees 51 minutes east, 260.29 feet to a point; thence leaving the Cumberland River, north 84 degrees 42 minutes west 568.0 feet to the point of beginning, and containing 2.64 acres, more or less.

Being a part of the same property conveyed to Ira L. North and wife, Avon S. North, by deed from Carson C. Driver and wife, Doris B. Driver, as of record in Book 4053, page 401, Register's Office for Davidson County, Tennessee.

This is ~~unimproved~~ (X) ~~improved~~ (X) property, known as ..... Madison, Tennessee 37115
(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 Ira L. North and wife, Avon S. North,
(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* Ira L. North and wife, Avon S. North, 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 Ira L. North and wife, Avon S. North, *hereinafter referred to as trustors, hereby transfer and convey unto* Stephen North, *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 *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 24 *day of* October, *19* 73

Carson C. Driver

Doris B. Driver

Ira L. North

Avon S. North

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Ruth Worsham, *a Notary Public in and for said County and State,* Carson C. Driver, Doris B. Driver, Ira L. North and Avon S. North,

*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* 24 *day of* October, *19* 73.

NOTARY PUBLIC

Ruth Worsham, *Notary Public*

Commission expires 5/4/75

STATE OF.....

COUNTY OF.....

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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.....

OCT 29 CONV 18,900.00
OCT 29 MORT'G 17,900.00
OCT 29 S'TAX A* 49.14
OCT 29 S'TAX A* 15.90
OCT 29 PR'FEE A* .50
OCT 29 W'DEED A* 8.00 * 73.54

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 corporatoin by .....self as.....

Witness my hand and seal, at office in.....,
this.....day of....., 19.....

.....*Notary Public*

Commission expires.....

I hereby swear or affirm that the actual consideration for the transfer or value of the property transferred, whichever is greater is $ 18,900, which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale.

AFFIANT

Subscribed and sworn to before me this 24th day of Oct., 19 73

Notary Public
My Commission Expires: 5/4/75

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

C 29594

IDENTIF. REFERENCE

OCT 29 9 37 AM '73

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM

Carson C. Driver, et ux

TO

Ira L. North, et ux

THIS INSTRUMENT PREPARED BY
HOWELL AND FISHER, ATTORNEYS
401 COURT SQUARE BUILDING
NASHVILLE, TENNESSEE 37201

BY: ..... ATTORNEY

Compliments of

Guaranty Title Company

A Division of

Kansas City Title Insurance Company

American Trust Building

S. W. Cor. Third & Union

NASHVILLE, TENNESSEE