Gallo Title 18153A

BOOK 4766 PAGE 483

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM

ALFRED GREENFIELD AND WIFE,
ROSALYN GREENFIELD

TO

ROBBIE L. DICKEY

For draftsman's use

This Instrument Was Prepared By
DENNEY, [illegible]
[illegible]
Nashville, Tennessee 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Robbie L. Dickey (NAME)	Home Federal Savings & Loan Assoc. (NAME)	
P. O. Box 1217 (STREET ADDRESS OR ROUTE NUMBER)	Life & Casualty Tower (STREET ADDRESS)	71-15
Madison, Tennessee (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee 37219 (CITY) (STATE) (ZIP)	420 pw

(FOR REGISTER'S USE)

T
IDENTIF. REFERENCE

FILED FOR REGISTER
DAVIDSON COUNTY, TENN.
Nov 20 3 49 PM '73

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STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 7,500.00 Robbie L. Dickey
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 1st DAY OF November 19 73

Jo Ann Smith
Notary Public

MY COMMISSION EXPIRES: May 15, 1975
(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Seven Thousand Five Hundred and no/100---- ----------($7,500.00)---------- DOLLARS

of which $ 500.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees agrees to pay the balance owing to Home Federal Savings and Loan Association on a promissory note secured by a deed of trust to Charles Nelson, Jr., Trustee, of record in Book 4173, page 483, Register's Office of Davidson County, Tennessee, in addition thereto the said grantee has executed his one note of even date herewith in the principal amount of $3,609.75, payable to Alfred Greenfield and wife, Rosalyn Greenfield in monthly installments of $23.43 each, including interest at the rate of 8 1/2 per cent per annum; the first installment falling due one month from date hereof and like amount each succeeding month thereafter until paid in full,

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,

ALFRED GREENFIELD AND WIFE, ROSALYN GREENFIELD

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

ROBBIE L. DICKEY, his

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 35 on the Plan of Crutcher's Subdivision of part of the Lucy H. Lindsley property in northeast Nashville as of record in Book 161, page 129, Register's Office for said County.

Said Lot No. 35 fronts 50 feet on the easterly side of Pennock Avenue and runs back between parallel lines 175 feet more or less to an alley.

Being the same property conveyed to Alfred Greenfield and wife, Rosalyn Greenfield by deed from Mildred A. Marshall, Sammy A. Torrey, Billy Jean Armstrong, now Byrd, and J. McFerrell Armstrong of record in Book 4123, page 311, Register's Office for Davidson County, Tennessee.

A. Greenfield and Alfred Greenfield being one and the same person.

NOV20	CONV	*7,500.00		
NOV20	MORT'G	*3,600.75		
NOV20	S'TAX		A*	19.50
NOV20	S'TAX		A*	1.60
NOV20	PRTFEE		A*	.50
NOV20	1221	Pennock Avenue	A*	1.00

This is unimproved ( ) improved (X) property, known as 1221 (House Number) Pennock (Street) Avenue, Nashville (City or Town) Tennessee (Postal Zone)

PAID 25.60

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 Stanley M. Chernau 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 sum of $ insurable value under 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 the 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 1st day of November 19 73.

A. Greenfield
Alfred Greenfield

Rosalyn Greenfield
Rosalyn Greenfield

Robbie L. Dickey
Robbie L. Dickey

STATE OF ~~TENNESSEE~~ TEXAS
COUNTY OF ~~DAVIDSON~~ Harris

Personally appeared before me, Mary H. Schlitt, a Notary Public in and for said County and State, the within named A. Greenfield and wife, Rosalyn Greenfield

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 Pasadena, Texas

~~Tennessee~~ this 6 day of Nov., 19 73

Mary H. Schlitt, Notary Public.

Commission expires .....

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Jo Ann Smith, a Notary Public in and for said County and State, the within named Robbie L. Dickey

the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at

Tennessee, this 1st day of November 19 73.

Jo Ann Smith, Notary Public

Commission expires May 15, 1975.