Prepared by: Thomas M. Evans, Attorney
19th Flr.
3rd National Bk. Bldg.

# Installment Deed

BOOK 4769 PAGE 340

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| James Jewett, et ux. | James Jewett, et ux. | 104-10-126 |
| (NAME:) | (NAME:) | |
| 3306 Overlook Drive | 3306 Overlook Drive | 26W-7575 |
| (STREET ADDRESS OR ROUTE NUMBER:) | (STREET ADDRESS:) | |
| Nashville, Tennessee | Nashville, Tennessee | |
| (CITY) (P. O. ZONE) (STATE) | (CITY) (ZONE) (STATE) | |

*FOR AND IN CONSIDERATION of the sum of* Forty Eight Thousand and no/100 ($48,000.00) *Dollars, of which* Thirteen Thousand, Nine Hundred and no/100 ($13,900.00) *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Thirty Four Thousand, One Hundred ($34,100.00) *Dollars,* James Jewett and wife, Karen Jewett, have executed their joint and several promissory note of even date herewith, payable to the order of Lenard L. Ball and wife, Nell Denton Ball, in the principal sum of $34,100.00, payable in monthly installments of $422.80, beginning on January 10, 1974, and thereafter a like sum on the 10th day of each succeeding month, to be applied first to interest at the rate of 8-1/2% per annum on the reducing unpaid balance and the balance to principal, and to continue until the total of principal and accrued interest is paid in full. Upon the sale of the property securing this note by the makers hereof, the holders of this note at their option may declare the remaining unpaid principal balance due and payable immediately.

The makers hereof reserve the right to pay all or any part of the principal and accrued interest at any time without penalty.

*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,*

we, LENARD L. BALL and wife, NELL DENTON BALL,

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

JAMES JEWETT and wife, KAREN JEWETT, their

*heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Being Lot No. 183 and the southeasterly 50 feet of Lot No. 184 on the Map showing R. W. Grizzard's Subdivision of part of the Bosley Tract, not of record, described according to a survey made by Erle Drake, County Surveyor, October 10, 1930, as follows: BEGINNING at the northeast corner of Chesterfield Avenue and Overlook, formerly Hillside Drive; running thence with the easterly margin of Chesterfield Avenue, northwardly 120 feet to a point the southwest corner of the property conveyed to George W. Fatherree and wife, by deed from Joseph Reynolds and wife, of record in Book 1942, page 49, Register's Office, eastwardly with the southerly margin of said Fatherree Property, 180 feet to a point in the westerly line of Lot 170 in said subdivision; thence with said line of Lot 170 southwardly 120 feet to the northerly margin of Overlook Drive; thence with said Drive westwardly 180 feet to the beginning.

Being the same property conveyed to Lenard L. Ball and wife, Nell Denton Ball, by deed from Joe Ellen Malone Vinson, as of record in Book 3466, page 611, said Register's Office.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 48,000.00

Subscribed and sworn to before me, this the 29th day of November 1973

Affiant

My commission expires: 7/27/77 (Affix Seal)

Notary Public

This is improved (X) property, known as 3306 Overlook Drive, 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* James Jewett and wife, Karen Jewett, 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,* except as shown above.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* James Jewett and wife, Karen Jewett, 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 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* James Jewett and wife, Karen Jewett,

*hereinafter referred to as trustors, hereby transfer and convey unto* Thomas M. Evans *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* $ 34,100.00 *, 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 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 Registers 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.*

*Witness* our *hand*s *this* 15th *day of* November, *19*73.

Lenard L. Ball — James Jewett

Nell Denton Ball — Karen Jewett

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

*Personally appeared before me,* David B. Herbert *a Notary Public in and for said County and State,* Lenard L. Ball and wife, Nell Denton Ball,

*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* 29th *day of* November, *19*73.

David B. Herbert *Notary Public*

*Commission expires* 7/27/77

8063

IDENTIFIER RECEIVED FOR RECORD DEC 4 10 45 AM 1973 DAVIDSON COUNTY, TENN. FELIX A. MILLER REGISTER

STATE OF NEW YORK }
COUNTY OF Monroe }

JEC-47 CONV 48,000.00
JEC-47 MORTG 24,100.00
JEC-47 STAX A* 124.80
JEC-47 RSTAX A* 32.10
JEC-47 RECFEE A* .50
JEC-47 NOTED A* 4.00
JEC-47 MISC A* 1.40

*Personally appeared before me* Donald L. Boehm, *a Notary Public in and for said County and State,* JAMES JEWETT and wife, KAREN JEWETT,

*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* Rochester, New York,
*this* 26th *day of* November, *19*73

DONALD L. BOEHM, Notary Public
State of New York, Monroe County
75

*Notary Public*

*Commission expires* 3-30-75

**INSTALLMENT DEED**

FROM
LENARD L. BALL and wife,
NELL DENTON BALL

TO
JAMES JEWETT and wife,
KAREN JEWETT

Compliments of
**GUARANTY TITLE**
Office of
CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

Return to: David Herbert, Atty.
14th Flr. 3rd Natl. Bk. Building
Nashville, Tenn. 37219