BOOK 4787 PAGE 279

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM

S. Briggs Burkhalter and wife,
Jean E. Burkhalter

TO

Charles B. Walker and wife,
Margaret P. Walker

For draftsman's use
Mail ↓

PREPARED BY:
John T. Conners, Jr., Attorney
21st Floor, First American Center
Nashville, Tennessee

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Charles B. Walker, et ux (NAME)	Same (NAME)	Lot 11-A
1205 Preston Drive (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	83-4-265
Nashville, Tennessee (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

C 4 1 4 9 6

IDENTIF. REFERENCE

FEB 11 10 34 AM '74

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 41,500.00 S. Briggs Burkhalter
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 8th DAY OF February, 1974

Joyce V. Dickson
Notary Public

MY COMMISSION EXPIRES: 1/29/77

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Forty One Thousand Five Hundred and no/100-- DOLLARS

of which $ 12,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed a promissory note payable to S. Briggs Burkhalter and wife, Jean E. Burkhalter, in the original principal amount of $17,744.91, plus interest at the rate of 8% per annum, payable in 180 equal monthly installments of $169.59 including principal and interest, beginning March 1, 1974, balance February 1, 1989.

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.

We, S. Briggs Burkhalter and wife, Jean E. Burkhalter

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

Charles B. Walker and wife, Margaret P. Walker

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

Land in Davidson County, Tennessee, being Lot No. 11-A on the Plan of the Resubdivision of Lots Nos. 11 and 12 of Rosebank Park, as of record in Book 3842, page 32, Register's Office for said County.

SAID Lot No. 11-A fronts 100 feet on the easterly margin of Preston Drive and extends back 139.93 feet on the northerly line and 133.80 feet on the southerly line to a twice broken line in the rear on which it measures 118.0 feet.

BEING part of the same property conveyed to S. Briggs Burkhalter and wife, Jean E. Burkhalter, by deed from Homesites, Inc., of record in Book 2041, page 35, Register's Office for Davidson County, Tennessee.

SUBJECT TO Deed of Trust executed by S. Briggs Burkhalter and wife, Jean E. Burkhalter to Vaden Lackey, Jr., Trustee, of record in Book 4035, page 448, said Register's Office, to secure to Fidelity Federal Savings and Loan Association, the payment of one note dated July 13th, 1966, in the original principal amount of $19,350.00, payable in 15 years, with interest at the rate of 5% per annum, and a service fee of 1% per annum, which indebtedness is hereby assumed by Grantees. SUBJECT TO restrictive covenants contained in Book 1907, page 593, and Book 2041, page 35, Register's Office for Davidson County, Tennessee; SUBJECT TO easements and setback lines contained in Owner's Certificate shown on Plan of Record in Book 3842, page 32, and a public utility, drainage and sewer easement recorded in Book 3460, page 274, Said Register's Office and SUBJECT TO 1974 taxes which have been prorated and assumed by Grantees.

This is ( ) unimproved (X) improved property, known as 1205 & 1207 Preston Drive, Nashville, Tennessee
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

Also subject to a lease under which a portion of the said improvements are occupied by lessee, which lease is assigned to Grantees herein and rents thereunder prorated.

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. except as set forth above

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 W. Gillespie Buchanan 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 $ value until 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 8th day of February 19 74

S. Briggs Burkhalter — Charles B. Walker

Jean E. Burkhalter — Margaret P. Walker

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Jayne R. Smithson, a Notary Public in and for said County and State, the within named S. Briggs Burkhalter and wife, Jean E. Burkhalter and Charles B. Walker and Margaret P. Walker the bargainor, 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, Davidson County, Tennessee this 8th day of February, 19 74

Jayne R. Smithson, Notary Public

Commission expires Jan. 29, 1977

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, FEB11 CONV 41,500.00 FEB11 MORTG 17,744.91 FEB11 STAX A* 107.90 FEB11 STAX A* 15.70 FEB11 PRFEE A* .50 FEB11 WDEED A* 4.00 * 128.10, a Notary Public of the State and County aforesaid, personally appeared, with whom I am personally acquainted, who, upon oath, acknowledged self to be of 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