Installment Deed

BOOK 4790 PAGE 579

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Grace M. Eaton Day Home	Same	
(NAME:) 1708 Pearl Street	(NAME:)	92-B
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee	(STREET ADDRESS)	1.53 Pcl
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Sixty Thousand & 00/100 $60,000.00) ---------- *Dollars,*

of which Six Thousand & 00/100 ($6,000.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Fifty Four Thousand & 00/100 ($54,000.00) ---------- *Dollars,*

Grace M. Eaton Day Home, a Tennessee corporation,

has executed its promissory note of even date herewith, payable to Nashville Young Women's Christian Association, Inc. in nine (9) annual installments of Six Thousand & 00/100 Dollars ($6,000.00) each, commencing January 1, 1975, with the provision that if said note is paid in full before maturity, the principal amount due thereunder will be reduced by $1,000.00 for each full year such payment date precedes January 1, 1983,

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, Nashville Young Women's Christian Association, Inc., a Tennessee corporation not for profit, has

~~XXX~~ *have this day bargained and sold, and do hereby transfer and convey unto the said* Grace M. Eaton Day Home, a Tennessee corporation, its

(successors), ~~XXXX~~ *heirs and assigns,*

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

Land in Davidson County, Tennessee, being the southerly 153 feet of Lots Nos. 29 and 30, and the easterly 32 feet of the southerly part as hereafter described, of Lot No. 28 on the map of John R. Hudson's Addition, as of record in Book 21, page 136, of the Register's Office of Davidson County, Tennessee, and being more particularly described according to a survey made on December 28, 1951, by George W. Watkins, Surveyor, as follows:

Beginning at the northeasterly corner of the intersection of Pearl and Hudson Streets, and running thence northwardly with the easterly margin of Hudson Street 153 feet to a point, marked by an iron pin, being the southwesterly corner of the property conveyed to James W. Jones and wife by United Charities by deed recorded in Book 1139, page 40, of said Register's Office; thence eastwardly with said Jones' southerly line and parallel with the northerly margin of Pearl Street 130 feet to a point, marked with an iron pin; thence northerly with said Jones' easterly line and parallel with Hudson Street 10 feet to a point, marked with an iron pin; thence eastwardly and parallel with Pearl Street 20 feet to a point marked with an iron pin, in the southerly margin of the property conveyed

This instrument was prepared by Rebecca Thomas, Attorney
300 James Robertson Parkway, Nashville, Tennessee 37201

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 60,000.00

Affiant

Subscribed and sworn to before me, this the 18th day of February, 19 74

My commission expires 3/5/75

(Affix Seal)

Notary Public

to William Marsh and wife by deed from United Charities recorded in Book 1250, page 268, said Register's Office; thence southwardly with the westerly margin of the property conveyed to the Grace M. Eaton Day Home, Inc., by deed from United Charities recorded in Book 1116, page 159, of said Register's Office, and parallel with the westerly margin of 17th Avenue North, 163 feet to a point in the northerly margin of Pearl Street, which point is marked with an iron pin; thence westwardly with said northerly margin of Pearl Street, 150 feet to the beginning.

Being the same property conveyed to Nashville Young Women's Christian Association, Inc., a Tennessee corporation, by deed from Charles Tillie Smith and wife, Bertha Dee Smith, of record in Book 2037, page 587, Register's Office for Davidson County, Tennessee.

unimproved ( ) This is improved (X) property, known as 1708 Pearl Street, 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 Grace M. Eaton Day Home, a Tennessee corporation, its *(successors),* Grantor does *and assigns forever. /* covenant that it is *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.*

/ Grantor does assigns, *further covenant and bind* itself, its successors and / *to warrant and forever defend the title to said real estate to said* Grace M. Eaton Day Home, its *(successors), 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 Grace M. Eaton Day Home *hereinafter referred to as trustors, hereby transfer and convey unto* Betty Ann Murphy, *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 $ full in / surable value *, 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 8 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 18th *day of* February, *19*74.

ATTEST:

Mrs. J. W. Adkins
Treasurer

NASHVILLE YOUNG WOMEN'S CHRISTIAN ASSOCIATION, INC.

By: Mrs. Lynne Bulley
President

GRACE M. EATON DAY HOME

By: Julia Hereford
President

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, ... *a Notary Public in and for said County and State,* .....

FEB 22 CONV 60,000.00
FEB 22 MORTG 54,000.00
FEB 22 ST TAX A* 156.00
FEB 22 ST TAX A* 52.00
FEB 22 RCRDG A* .50
FEB 22 DEED A* 8.00 * 216.50

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 seal, at office in ..... *Tennessee, this* ..... *day of* ....., *19*.....

..... *Notary Public*

Commission expires .....

STATE OF.....
COUNTY OF.....

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.....

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Rebecca Thomas *, a Notary Public of the State and County aforesaid, personally appeared* Mrs. Anne Gulley, *with whom I am personally acquainted, and who, upon oath, acknowledged* herself *to be* President *of the* Nashville Young Women's Christian Association, Inc., *the within named bargainor, a corporation, and that* she *as such* President, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* herself as President of said corporation.

Witness my hand and seal, at office in Nashville, Tennessee,
this 18th *day of* February, *19* 74

Rebecca Thomas *Notary Public*

Commission expires 3/5/75

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Rebecca Thomas, a Notary Public of the State and County aforesaid, personally appeared Miss Julia Hereford, with whom I am personally acquainted, and who, upon oath, acknowledged hereself to be President of the Grace M. Eaton Day Home, with within named bargainor, a corporation, and that she as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by herself as President of said corporation.

Witness my hand and seal, at office in Nashville, Tennessee, this 18th day of February, 1974.

Rebecca Thomas Notary Public

Commission expires: 3/5/75

INSTALLMENT DEED

FROM
NASHVILLE YOUNG WOMEN'S CHRISTIAN ASSOCIATION, INC.

TO
GRACE M. EATON DAY HOME

C 43043

IDENTIF. REFERENCE

FEB 22 11 14 AM '74

FELIX Z. WILSUN II REGISTER
DAVIDSON COUNTY, TENN.

CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE