THIS INSTRUMENT PREPARED BY:
DAVID B. HERBERT
ATTORNEY NASHVILLE, TENN.

Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mr/Mrs Edward E. Newby	New Owner	2D-31410
(NAME:)	(NAME:)	
2822 MossDale		176-0-28
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville Tenn.		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of TWENTY-TWO THOUSAND FIVE HUNDRED * ($22,500.00) * * * * * * * * * * *Dollars,*

of which SIX THOUSAND FIVE HUNDRED TWENTY-FIVE AND NO/100 * ($6,525.00) * * * *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder FIFTEEN THOUSAND NINE HUNDRED SEVENTY-FIVE * * * * * * * * * ($15,975.00) * * * * * * * * * *Dollars,*

EDWARD E. NEWBY and wife, JUNE NEWBY *have executed*

their joint and several promissory note, of even date herewith in the principal sum of $15,975.00, payable in ten (10) equal consecutive annual installments of $1,597.50, beginning one year from date, plus interest at the rate of 7% per annum, computed on the unpaid principal balance and due on each annual payment date. Said note being payable to Leslie F. Vantrease, Sr., and wife, Josephine D. Vantrease.

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, LESLIE F. VANTREASE, SR. and wife, JOSEPHINE D. VANTREASE

have this day bargained and sold, and do hereby transfer and convey unto the said EDWARD E. NEWBY and wife, JUNE NEWBY, their *(HEIRS)*, *heirs and assigns,*

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

Being in the 2nd Civil District of said County, being shown as Tract 2 on an undated survey made by John McCormick, as follows:

BEGINNING at an iron pin located at the southwesterly intersection of Maxwell Road and a 60 foot right of way; thence with the margin of Maxwell Road, south 85 degrees 45 minutes east 268 feet to an iron pin; thence south 4 degrees 55 minutes west 1166.5 feet to an iron pin; thence north 85 degrees 15 minutes west 306.5 feet to an iron pin in the easterly margin of a 60 foot right of way; thence with the margin of said right-of-way, north 6 degrees 45 minutes east 1,168 feet to the point of beginning.

Being part of the property conveyed to Leslie F. Vantrease, Sr. and wife, Josephine D. Vantrease, by deed from J. B. McNiel and wife, as of record in Book 4063, page 299, said Register's Office.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 22,500.00

Affiant

Subscribed and sworn to before me, this the 20th day of March 19 74.

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

Notary Public

HERBERT NOTARY PUBLIC DAVIDSON COUNTY

For and in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, Grantors herein, their heirs and assigns, agree and covenant with Grantees herein that Grantors will subordinate the Vendor's Lien retained herein to the lending institution of Grantee's choice for the sole purpose of granting to said lending institution a first lien on the following described property, only, to-wit: BOOK 4798 PAGE 76

Land in the 2nd Civil District of Davidson County Tennessee, containing 1.1 acre, described as follows:

BEGINNING at an iron pin at the easterly margin of a 60 foot right-of-way, said ironpin being located 350 feet south of the intersection of the easterly margin of said right-of-way and the southerly margin of Maxwell Road; thence leaving said right-of-way, south 77 degrees 17 minutes east 281.8 feet to an iron pin; thence south 4 degrees 55 minutes west 170 feet to an iron pin; thence north 77 degrees 26 minutes west 287.4 feet to an iron pin in the easterly margin of a 60 foot right of way; thence with the margin of the same, north 6 degrees 45 minutes east 170 feet to the point of beginning.

Being a part of the property conveyed by Installment deed to Edward E. Newby and wife, June Newby from Leslie F. Vantrease, Sr., and wife, Josephine D. Vantrease, and included in the land conveyed by this instrument.

Grantors shall retain a vendor's lien to secure the note herein set forth second only to the lien retained by the lending institution on the above described tract of land.

This conveyance is made subject to Agreement for right-of-way by and between J. B. McNiel and wife, and Leslie F. Vantrease, Sr., and wife, as of recordin Book 4063, page 299, said Register's Office.

unimproved (XX
This is improved ( ) property, known as ..... (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 EDWARD E. NEWBY and wife, JUNE NEWBY, their (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,* except for 1974 taxes which have been prorated and assumed by Buyers.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* EDWARD E. NEWBY and wife, JUNE NEWBY, 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 EDWARD E. NEWBY and wife, JUNE NEWBY *hereinafter referred to as trustors, hereby transfer and convey unto* David B. Herbert, *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 $....., 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.

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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 20th *day of* March, *19* 74

Leslie F. Vantrease, Sr.

Josephine D. Vantrease

Edward E. Newby

June Newby

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, David B. Herbert, *a Notary Public in and for said County and State,* Leslie F. Vantrease, Sr. and wife, Josephine D. Vantrease and Edward E. Newby and wife, June Newby

*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 *this* 20th *day of* March, *19* 74

DAVID B. HERBERT * NOTARY PUBLIC * DAVIDSON COUNTY, TENN.

Notary Public

Commission expires 7/27/77

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, ...*, 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 corporation by .....self as.....

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

.....*Notary Public*

Commission expires.....

INSTALLMENT DEED

FROM

LESLIE F. VANTREASE, SR.

AND WIFE

TO

EDWARD E. NEWBY AND WIFE

MAR21'74	CONV	22,500.00			
MAR21'74	MORT'G	15,975.00			
MAR21'74	S'TAX		A*	58.50	
MAR21'74	S'TAX		A*	14.00	
MAR21'74	PR'FEE		A*	.50	
MAR21'74	W'DEED		A*	8.00	* 81.00

C 4 6 4 7 9

IDENTIF. REFERENCE

MAR 21 9 19 AM '74

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238

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