Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
J. Randolph Elder	Same	
(NAME:)	(NAME:)	116-7
117 Westhampton Place	Same	
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	17
Nashville, Tennessee 37205	Same	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of TWENTY SEVEN THOUSAND FOUR HUNDRED FIFTY AND NO/100 ($27,450.00)----------*Dollars,*

of which THIRTEEN THOUSAND SEVEN HUNDRED TWENTY FIVE AND NO/100 ($13,725.00)=----------*Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder THIRTEEN THOUSAND SEVEN HUNDRED TWENTY FIVE AND NO/100 ($13,725.00)----------*Dollars,*

J. Randolph Elder

has executed

his promissory note of even date herewith, payable to the order of Boris J. Brooks, Louis H. Brooks, Jr., Joseph D. Brooks, Natalie E. Strauch, Louise A. Katzman and Elsie Virginia Kornman, due on or before March 1, 1975, with interest thereon at the rate of eight and one-half (8 1/2%) per cent per annum, commencing April 30, 1974,

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, BORIS J. BROOKS, LOUIS H. BROOKS, JR., JOSEPH D. BROOKS, NATALIE E. STRAUCH, LOUISE A. KATZMAN and ELSIE VIRGINIA KORNMAN,

have this day bargained and sold, and do hereby transfer and convey unto the said J. RANDOLPH ELDER, his

(successors), heirs and assigns,

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

Being Lot No. 4 on the Plan of Brooks Subdivision, Section 1, as of record in Book 4460, page 2, Register's Office for said County, described as follows:

Beginning at a point in the southwesterly margin of Westhampton Place, said point being the common corner of Lots Nos. 3 and 4 of the above plan; thence with the line between said Lots Nos. 3 and 4, South 57° 09' West 291.8 feet to a point; thence South 27° 10' East 151 feet to a point; thence North 57° 00' East 294 feet to a point in the southwesterly margin of Westhampton Place; thence with same North 27° 58' West 150 feet to the point of beginning.

Property including the subject premises was conveyed to Louis H. Brooks and wife, Rachel Brooks, by deed from C. H. Warwick, Trustee, of record in Book 660, page 686, Register's Office of said County. The said Louis H. Brooks subsequently died. Thereafter the said Rachel H. Brooks died intestate, the respective portion of the subject property being

Instrument prepared by
[illegible], McCarley, Hollins and [illegible]
P. O. Box 2707
Nashville, Tennessee 37212

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 27,450.00

Affiant

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

Notary Public

My commission expires: [illegible]

(Affix Seal)

inherited by the following persons as her only heirs-at-law: Boris J. Brooks, Louis H. Brooks, Jr., Joseph D. Brooks, Natalie E. Strauch, Louise A. Katzman, and Elsie Virginia Kornman, and also being the same property conveyed to Boris J. Brooks and Louis H. Brooks, Jr., by deed from Mary V. Sharenberger, of record in Book 4155, page 333, Register's Office for said County.

This conveyance is made subject to 10-foot public utility and drainage easement along the westerly line of premises, a 60-foot building setback line from Westhampton Place, a 10 x 70 foot easement for turnaround along the easterly line of premises, a notation as to the approved sanitary disposal field area, a 5 x 10 foot anchor easement in the easterly line of premises and owner's certificate, as shown on plan of record in Book 4460, page 2, Register's Office for Davidson County, Tennessee.

unimproved (X)
This is improved ( ) property, known as Westhampton Place, 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 J. RANDOLPH ELDER, his ..... *(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 as hereinabove set forth, and taxes for the year 1974, subject to which this conveyance is executed.

We ..... ourselves, our ..... *further covenant and bind* ..... *heirs and representatives, to warrant and forever defend the title to said real estate to said* J. Randolph Elder, his ..... *(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 J. Randolph Elder ..... *hereinafter referred to as trustors, hereby transfer and convey unto* I. R. Schulman ....., *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 30 day of March, 1974.

Boris J. Brooks

Louis H. Brooks, Jr.

Joseph D. Brooks

Natalie E. Strauch

Louise A. Katzman

Elsie Virginia Kornman

J. Randolph Elder

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Loretta J. Offutt, *a Notary Public in and for said County and State,* Boris J. Brooks, Louis H. Brooks, Jr., Louise A. Katzman, Elsie Virginia Kornman and J. Randolph Elder,

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* 11th *day of* April, 1974.

Loretta J. Offutt *Notary Public*

Commission expires May 5, 1976

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STATE OF VIRGINIA
CITY
COUNTY OF Hampton

Personally appeared before me, Sue F. Sloane, *a Notary Public in and for said County and State,* Joseph D. Brooks,

the within named 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 Hampton Virginia
this 3rd *day of* April, *19* 74

Sue F. Sloane *Notary Public*

Commission expires March 10, 1976

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 _____

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Personally appeared before me, Stephen H. Biller a Notary Public in and for said County and State, Natalie E. Strauch, the within named bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Memphis, Tennessee, this 30 day of March, 1974.

Stephen H. Biller
Notary Public

Commission Expires: 1/21/75

APR 19 7	CONV	27,450.00			
APR 19 7	MORT'G	13,725.00			
APR 19 7	S'TAX		A*	71.24	
APR 19 7	S'TAX		A*	11.70	
APR 19 7	PR'FEE		A*	.50	
APR 19 7	W'DEED		A*	8.00	* 91.44

INSTALLMENT DEED

FROM
Boris J. Brooks et al

TO
J. Randolph Elder

C 50693

IDENTIF. REFERENCE

APR 19 10 33 AM '74

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TENN.

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