Installment Deed

BOOK 4813 PAGE 757

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Tom H. Waller, et ux	Same	12D7780
(NAME:) 218 Hart Lane	(NAME:)	
(STREET ADDRESS OR ROUTE NUMBER) Nashville, TN 37207	(STREET ADDRESS)	60-12 p. 111
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Fourteen Thousand, Nine Hundred, Fifty and no/100 ($14,950.00)---------- *Dollars,*

of which One Thousand, Six Hundred, Fifty-four and 44/100 ($1,654.44)---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Thirteen Thousand, Two Hundred, Ninety-five and 56/100 ($13,295.56)---------- *Dollars,*

Tom H. Waller and wife, Lorene B. Waller,

*ha*ve *executed*

their joint installment deed note of even date herewith in the fact amount of $13,295.56, payable in _____ equal consecutive monthly installments of $130.00 each

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, Dewey Holleman and wife, Opal Holleman,

have this day bargained and sold, and do hereby transfer and convey unto the said Tom H. Waller and wife, Lorene B. Waller,

their *(successors), heirs and assigns,*

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

First Tract: Being parts of Lots 12 and 13 on the Final Plan of Joywood Heights, Section 3, not of record, according to a survey made by W. W. Turner Company, Engineers, March 14, 1947, also known as part of Lot No. 12 on the Final Plan of Joywood Heights, Section 3, according to a survey made by W. W. Turner Company, Engineers, January 15, 1948, being Lot No. 10 on the Plan of the resubdivision of lots Nos. 11 and 12 on the last mentioned Final Plan of Joywood Heights, not of record, described according to a survey made by Stephen A. Draper, surveyor, March 23, 1956, as follows:

Beginning on the northwesterly margin of Jones Avenue as relocated at its intersection with the center line of Jones Avenue as shown on Final Plan of Joywood Heights, Section 3 made January 15, 1958 now abandoned; thence with the northwesterly margin of Jones Avenue, as relocated, north 63 degrees 15 minutes east 222.6 feet to the beginning of a curve; thence around said curve with a radius of 25 feet northeastwardly 39.3 feet to the southwesterly margin of Hart Avenue; thence with said Avenue northwestwardly 166.2 feet to the center of said abandoned Avenue; thence with the center of said abandoned avenue southwestwardly 275.6 feet, more or less, to the beginning.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 14,950.00

Affiant

Subscribed and sworn to before me, this the 8 day of May 19 74

Notary Public

My commission expires: 8/19/74 (Affix Seal)

NATHAN HARRIS COUNTY

This conveyance is made subject to restrictive covenants contained in an instrument of record in Book 1373, page 98, said Register's Office.

Second Tract: Being part of Lot No. 13 on the Final Plan of Joywood Heights, Section 3, not of record, according to a survey made by W. W. Turner Company, Engineers, March 14, 1947, also known as Lot No. 13 on the Final Plan of Joywood Heights, Section 3, described according to a survey made by W. W. Turner Company, Engineers, January 15, 1948, as follows:

Beginning at a point southerly margin of Hart Street, running in an easterly direction with a curve of the street 25 feet; thence in a southerly direction with a curved line 225.6 feet to a point; thence in a westerly direction 33 feet; thence in a northerly direction 215 feet to the point of beginning, and being a portion of the same property conveyed to Mrs. Bessie C. Lafferty and J. A. Lafferty by deed from Sam M. Outlaw, et ux of record in Book 2294, page 138, R.O.D.C., Tennessee, the above tract surveyed Feb. 11, 1961, by Ralph W. C. Lamberth, Surveyor.

Being the same property conveyed to Dewey Holleman and wife, Opal Holleman by deed from Chan Holleman, et ux, of record in Book 4806, page 401, R.O.D.C., Tennessee.

I, Dewey Holleman, son of Chan Holleman, do further covenant that Chan Holleman and C. M. Holleman are one and the same person.

This conveyance includes a 1957 Mobile Home, Texan model "M" System, serial number T47-106. It further includes all household furniture with the exception of a color television in the living room at 218 Hart Lane, Nashville, Davidson County, Tennessee.

This is unimproved ( ) improved (XX) property, known as 218 Hart Lane, Nashville, TN 37207
(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 Tom H. Waller and wife, Lorene B. Waller, 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.*

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Tom H. Waller and wife, Lorene B. Waller, 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 Tom H. Waller and wife, Lorene B. Waller, *hereinafter referred to as trustors, hereby transfer and convey unto* Jonathan Harwell, *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 $insurable interest *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 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 8th day of May, 1974

Dewey Holleman

Dewey Holleman

Opal Holleman

Opal Holleman

Tom H. Waller

Tom H. Waller

Lorene B. Waller

Lorene B. Waller

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Jonathan Harwell, *a Notary Public in and for said County and State,* Dewey Holleman, Opal Holleman, Tom H. Waller and Lorene B. Waller,

the within named bargainors, 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* 8th *day of* May, *19*74.

JONATHAN HARWELL NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Jonathan Harwell *Notary Public*

Commission expires Aug 19 1974

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

Dewey Holleman, et ux

TO

Tom H. Waller, et ux

C 5 3 5 1 8

IDENTIF. REFERENCE

MAY 9 12 27 PM '74

FELIX Z. WILSON JR REGISTER
DAVIDSON COUNTY, TENN.

PREPARED BY
[illegible] ATTORNEYS
[illegible] BUILDING
[illegible] 37201

BY: [signature]
ATTORNEY

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

MAY-9-74	CONV	14,950.00				
MAY-9-74	MORT'G	13,295.56				
MAY-9-74	S'TAX		A*	38.74		
MAY-9-74	S'TAX		A*	11.30		
MAY-9-74	PR'FEE		A*	.50		
MAY-9-74	W'DEED		A*	8.00	*	58.54