Prepared by:
Alan Saturn
First American
Center

Installment Deed

BOOK 1826 PAGE 336

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
W. H. JACKSON, ET UX	SAME	Map 117-7
(NAME:)	(NAME:)	Par. 27
1818 LOMBARDY AVENUE		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
NASHVILLE, TENN. 37215		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Thirty-Three Thousand and No/100---------- ($33,000.00) *Dollars, of which* Three Thousand Three Hundred and No/100---------- ($3,300.00) *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Twenty-Nine Thousand, Seven Hundred and No/100---------- ($29,700.00) *Dollars,* W. H. Jackson, and wife, Anne H. Jackson *have executed* their promissory note of even date herewith, payable to the order of James E. Cornette, and wife Arline Roberts Cornette in the above principal amount payable as follows:

On the 1st day of July, 1974 the sum of Two Hundred Seventeen Dollars and 93/100---- ($217.93), and on the 1st day of each succeeding Three Hundred and Fifty Nine (359) months, a similar sum which represents payment of principal and interest at the rate of Eight per cent per annum (8%).

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, James E. Cornette, being one and the same persons as J. E. Cornette, and wife Arline Roberts Cornette *have this day bargained and sold, and do hereby transfer and convey unto the said* W. H. Jackson, and wife, Anne H. Jackson *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:* LAND IN DAVIDSON COUNTY, TENNESSEE, BEING THE EASTERLY 20 FEET OF LOT NO. 8 AND THE WESTERLY 45 FEET OF LOT NO. 9, BLOCK "B" ON THE MAP OF THE FINAL PLAT OF THE WALTER STOKES HOME PLACE SUBDIVISION NO. 1, AS OF RECORD IN BOOK 97, PAGE 92, REGISTER'S OFFICE FOR SAID COUNTY, AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTHERLY MARGIN OF LOMBARDY AVENUE 631.8 FEET WEST OF THE WESTERLY MARGIN OF BRIGHTWOOD AVENUE, BEING THE SOUTHWEST CORNER OF THAT PART OF LOT NO. 9, BLOCK "B" CONVEYED TO JOHN J. JOHNSON BY DEED OF RECORD IN BOOK 1172, PAGE 66, SAID REGISTER'S OFFICE: THENCE EASTERLY WITH THE NORTH MARGIN OF LOMBARDY AVENUE 65 FEET TO A POINT, THE SOUTHEAST CORNER OF THAT PART OF LOT NO. 8, BLOCK "B" CONVEYED TO F. A. GUY BY DEED OF RECORD IN BOOK 1195, PAGE 121, SAID REGISTER'S OFFICE; THENCE NORTHERLY WITH GUY'S EAST LINE 175 FEET TO A DEAD LINE; THENCE EASTERLY AND PARALLEL WITH THE NORTHERLY MARGIN OF LOMBARDY AVENUE 65 FEET TO A POINT, JOHNSON'S NORTHWEST CORNER; THENCE SOUTHERLY WITH JOHNSON'S WEST LINE 175 FEET TO THE POINT OF BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO J. E. CORNETTE AND WIFE, ARLINE ROBERTS CORNETTE, BY DEED FROM THOMAS M. OGLES AND WIFE, SARAH GOINS OGLES, OF RECORD IN BOOK 1876, PAGE 151, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

JAMES E. CORNETTE and J. E. CORNETTE are one and the same person.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $33,000.00

Subscribed and sworn to before me, this the 15 day of [illegible] 19[illegible]

W. H. Jackson
Affiant

My commission expires: [illegible]
(Affix Seal)

Notary Public

DAVIDSON ★ AL
PUBLIC
COUNTY, TENN.

This is unimproved (X) improved property, known as 1818 Lombardy Avenue, Nashville, Tenn. 37215
(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 W. H. Jackson, and wife, Anne H. Jackson, 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* W. H. Jackson, and wife, Anne H. Jackson *(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 W. H. Jackson, and wife, Anne H. Jackson *hereinafter referred to as trustors, hereby transfer and convey unto* Alan L. Saturn, *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 $ Maximum *, 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.

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. JUN19'74 CONV 33,000.00

3rd. To the payment of all unpaid indebtedness hereby secured, and any sums expended in the protection of said property, as herein authorized. JUN19'74 MORT'G 29,700.00

4th. The residue, if any, will be paid to trustors, their order, representatives or assigns. JUL19'74 STAX A* 85.80

JUN19'74 STAX 27.70

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 to act, 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 Registers Office for Davidson County, Tennessee, and the title herein conveyed to the above named trustee shall be vested in said successor. JUN19'74 W DEED A* 4.00 * 118.00

The word "Trustors" when used herein shall apply to parties both singular and plural.

Witness our hands this 11th *day of* June, 19 74, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

J. E. CORNETTE — ARLINE ROBERTS CORNETTE

W. H. JACKSON — ANNE H. JACKSON

STATE OF TEXAS
COUNTY OF DENTON

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* ARLINE ROBERTS CORNETTE, WIFE OF E. CORNETTE

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 DENTON, Texas, *this* 11th *day of* JUNE, 19 74

Irma Smith *Notary Public*

Commission expires JUNE 1, 1975

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, _____, a Notary Public in and for said County and State, J. E. CORNETTE, W. H. JACKSON and wife, ANNE H. JACKSON, 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 13th day of June, 1974.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES:

INSTALLMENT DEED

FROM
JAMES E. CORNETTE, ET UX
ARLINE ROBERTS CORNETTE

TO
W. H. JACKSON, ET UX
ANNE H. JACKSON

C 5 9 4 2 7

IDENTIF. REFERENCE

JUN 19 10 18 AM '74

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of
Chicago Title Insurance Company
American Trust Bldg.—S. W. Corner Third & Union
NASHVILLE, TENNESSEE 37201