Installment Deed

BOOK 4831 PAGE 671

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
William L. Dunn et ux, Esther Cannon Dunn	Same	Map 72-6
1111 McGavock Pike		Parcel 247
Nashville, Tenn. 37126		

FOR AND IN CONSIDERATION of the sum of Fourteen Thousand Five Hundred Dollars - - - - - ==========($14,500.00) - - - - - - - - - Dollars,

of which Four Thousand Five Hundred - - - - - - - - - - - - - - - - ($4500.00) - - - - - - - - - - Dollars, has been paid in cash,

the receipt of which is hereby acknowledged, and for the remainder remaining Ten Thousand - - - - - - - - - - ($10,000.00) - Dollars,

William L. Dunn and wife, Esther Cannon Dunn,

have executed

their promissory note of even date herewith payable to the order of the Grantors hereinafter named, said note bearing interest at the rate of nine and one-fourth percent (9-1/4%) per annum in equal monthly installments of One Hundred Twenty-Eight and 4/100 Dollars ($128.04) for sixty (60) months beginning July 1, 1974, each payment containing both principal and interest,

JUL-5	CONV	14,500.00		
JUL-5	MORT'G	10,000.00		
JUL-5	S'TAX		A*	37.70
JUL-5	S'TAX		A*	8.00
JUL-5	PR'FEE		A*	.50
JUL-5	DEED		A*	6.00
			*	52.20

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, Aubrey Ring, and wife Joyce W. Nicholson Ring, the Grantors,

have this day bargained and sold, and do hereby transfer and convey unto the said William L. Dunn and wife, Esther Cannon Dunn

their (successors), heirs and assigns,

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

Being the westerly 60 feet of the easterly 90 feet of Lot No. 33 on the Map of Kenmore Place, of record in Book 332, pages 32 and 33, Register's Office for said county.

Said part of said lot fronts 60 feet on the northerly side of Maxey Lane and runs back between parallel lines 200 feet to the southerly margin of an alley now closed.

This is the same property as was conveyed to Joyce Webb Nicholson, who is now married to the said Aubrey Ring, by Warranty Deed from Sam E. Livingston and wife, Nettie Livingston, dated December 2, 1954, of record in Book 2334, page 539, said Register's Office.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 14,500.00

Subscribed and sworn to before me, this the 28 day of June 19 74

My commission expires: 5.2.77 (Affix Seal)

Affiant

Notary Public

This instrument prepared by Burt Raymond Francis, Jr., Attorney at Law, 513 Nashville Bank and Trust Building, Nashville, Tennessee 37201

This conveyance is made subject to the following liens, easements and encumbrances:

1. The 1974 taxes which constitute a lien, but not as yet due and payable.

2. The easements of any and all public roads and highways within the boundaries of the tract herein conveyed.

3. All visible easements for public utilities, such, for example but not limited to, electricity and telephone.

4. A 20 ft. permanent easement for sanitary sewers and storm drainage, to Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Book 4277, page 753, and Book 4281, page 286, said Register's Office.

5. A deed of trust dated April 17, 1973, to G. G. Garrett, Jr., Trustee, to secure payment of a promissory note to the Bank of Goodlettsville Goodlettsville, Tennessee, of record in Book 4702, page 421, said Register's Office.

6. A deed of trust dated February 4, 1974, to G. G. Garrett, Jr., Trustee, to secure payment of a promissory note to the Bank of Goodlettsville Goodlettsville, Tennessee, of record in Book 4789, page 989, said Register's Office.

Aubrey Ring joins in this conveyance and does hereby convey any and all marital rights or interest which he has or might have in the aforementioned real property but does not join in any of the covenants or warranties of this instrument.

This is unimproved ( ) improved (X) property, known as 1111 (House Number) McGavock Pike (Street) Nashville, Tenn. 37216 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 William L. Dunn and wife, Esther Cannon Dunn, 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 as herein stated.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* William L. Dunn and wife, Esther Cannon Dunn, 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 Aubrey Ring and wife, Joyce W. Nicholson Ring *hereinafter referred to as trustors, hereby transfer and convey unto* G. G. Garrett, Jr., *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.

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 28th *day of* June, *19* 74.

C 6 1 8 1 9

IDENTIF. REFERENCE

JUL 5 10 02 AM '74

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Aubrey Ring
Aubrey Ring

Joyce W. Nicholson Ring
Joyce W. Nicholson Ring

William L. Dunn
William L. Dunn

Esther Cannon Dunn
Esther Cannon Dunn

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Marie W. Butterworth, *a Notary Public in and for said County and State,* Aubrey Ring, Joyce W. Nicholson Ring, William L. Dunn and Esther Cannon Dunn *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 Goodlettsville, Tenn., *Tennessee, this* 28th *day of* June, *19* 74.

Marie W. Butterworth
Notary Public

Commission expires 5-2-77