BOOK 1834 PAGE 732

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mr. and Mrs. M. Hayne Hamilton (NAME)	same (NAME)	131-9-12
207 Westanger Dr. (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-FOUR THOUSAND DOLLARS ($24,000.00) to be paid as follows: $6,000.00 on January 1, 1975, $1,000.00 ~~Dollars~~ ~~on~~ on or before January 1, 1976; $1,000 on or before January 1, 1977, $1,000.00 on or before January 1, 1978; $5,000.00 on ~~Dollars due herein said~~ ~~on~~ on or before January 1, 1979; and the balance $10,000.00 on or before January 1, 1980; with interest at the rate of nine (9) per cent per annum with unpaid balance payable monthly on the first day of each month commencing ~~to run~~ from January 1, 1975, the first interest payment being due on February 1, 1975, for which the grantees Madison Hayne Hamilton and wife, Mary Phil Thomas Hamilton have executed their promissory note of even date herewith payable to the order of the grantors herein

RECORDER'S MEMO
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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, George D. Thomas and wife, Alma S. Thomas

have this day bargained and sold, and do hereby transfer and convey unto the said Madison Hayne Hamilton and wife, Mary Phil Thomas Hamilton, their ~~successors~~ *heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Lot No. 47 and the north part of Lot No. 55 on the Revised Plan of Westwood of record in Book 974, page 14 of the Register's Office for said County. Said Lot No. 47 and part of said Lot No. 55 are described as follows:

Beginning on the easterly margin of Hillsboro Road at the common corner of Lots Nos. 46, and 47 on the Revised Plan of Westwood of record in Book 974, page 14, said Register's Office, thence in an easterly direction with the line between said Lots Nos. 46 and 47 a distance of 632 feet to the common corner of said Lots Nos. 46, 47, 44 and said Lot No. 55, thence easterly with the south margin of Lots Nos. 44 and 43, on the Revised Plan of Westwood of record in Book 974, page 14, said Register's Office a distance of 250 feet to the common corner of said Lots Nos. 43, 42 on said Plan and Lots Nos. 54 and 55 on the said Revised Plan, thence southerly with the line between said Lots Nos. 54 and 55 a distance of 222 feet, more or less, thence westerly a distance of 200 feet more or less with the north line of the south part of said Lot No. 55 to the common corner of said Lots Nos. 47 and 48 in the easterly margin of said Lot No. 55, thence westerly with the line between said Lots Nos. 47 and 48 647 feet to a point

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }
The consideration or value whichever is greater, for this transfer is $ 24,000.00
Subscribed and sworn to before me this the ___ day of July
Affiant
My commission expires May 1, 1978
Affix Seal
Notary Public

Land Title Assurance Co. of Tenn.
14th Floor American Trust Building, Nashville, Tenn. 37201

in the easterly margin of Hillsboro Road, being the common corner of said Lots Nos. 47 and 48, thence northerly with the easterly margin of Hillsboro Road 200 feet to the point of beginning being the common corner of said Lots 46 and 47.

Being all of said Lot No. 47 and the north part of said Lot No. 55 conveyed along with other property to George D. Thomas and wife, Alma S. Thomas by deed from Foskett Brown and wife of record in Book 1640, page 493, said Register's Office.

This conveyance is made subject to easements and restrictions of record, if any; taxes for 1974 are to be prorated and adjusted on payment of the $6,000.00 installment due January 1, 1975.

unimproved (X)
This is improved ( ) property, known as Hillsboro Road, 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 Madison Hayne Hamilton and wife, Mary Phil Thomas Hamilton, 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.*

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We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Madison Hayne Hamilton and wife, Mary Phil Thomas Hamilton, 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 Madison Hayne Hamilton and wife, Mary Phil Thomas Hamilton *hereinafter referred to as trustors, hereby transfer and convey unto* Lowe Watkins, *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 8th *day of* July, *19*74.

George D. Thomas: George D. Thomas

Alma S. Thomas: Alma S. Thomas

Madison Hayne Hamilton: Madison Hayne Hamilton

Mary Phil Thomas Hamilton: Mary Phil Thomas Hamilton

RECORDER'S MEMO:
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STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Geo. D. Thomas, Jr., *a Notary Public in and for said County and State,* George D. Thomas, Alma S. Thomas, Madison Hayne Hamilton and Mary Phil Thomas Hamilton

the within named bargainor...s, 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 Nashville *Tennessee, this* 8th *day of* July, *19*74

Geo. D. Thomas, Jr. *Notary Public*

NOTARY PUBLIC DAVIDSON COUNTY

Commission expires May 8, 1978

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.....

C 6 3 1 7 0

IDENTIFICATION REFERENCE
JUL 16 11 46 AM '74
FELIX E. WILSON REGISTER
DAVIDSON COUNTY, TENN.

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.....

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JUL 16 74	CONV	24,000.00			
JUL 16 74	MORT'G	24,000.00			
JUL 16 74	S'TAX		A*	62.40	
JUL 16 74	S'TAX		A*	22.00	
JUL 16 74	PRFEE		A*	.50	
JUL 16 74	W'DEED		A*	8.00	* 92.90

INSTALLMENT DEED

FROM

George D. Thomas and wife, Alma S. Thomas

TO

Madison Hayne Hamilton and wife, Mary Phil Thomas Hamilton

This instrument was prepared by JOE Watkins, Attorney
4th Floor American Trust Building Nashville Tenn. 37201

Compliments of

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