Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
John Dayani, et ux	Same	
(NAME)	(NAME)	
804 Lynwood Boulevard		7DA50545
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee 37205		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Fifty-Four Thousand and No/100 ($54,000.00) *Dollars,* *of which* Eight Thousand and No/100 ($8,000.00) *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Forty-Six Thousand and No/100 ($46,000.00) *Dollars,* the undersigned, John Dayani and wife, Elizabeth C. Dayani *have executed* their promissory installment note of even date herewith, in the principal amount of Forty-Six Thousand Dollars ($46,000.00), bearing interest at the rate of eight (8%) per cent per annum, payable to Elizabeth G. Pickle and husband, Thomas M. Pickle, in three hundred sixty (360) monthly installments of Three Hundred Thirty-Seven Dollars and Fifty-Five Cents ($337.55), each, including principal and interest, the first such installment being due and payable on the 1st day of August, 1974, and a like installment being due and payable on the 1st day of each consecutive succeeding month thereafter until the indebtedness evidenced by said note is paid in full with interest, and said note

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, Elizabeth Gotto Pickle (formerly Elizabeth Smith Gotto), and husband Thomas M. Pickle *have this day bargained and sold, and do hereby transfer and convey unto the said* John Dayani and wife, Elizabeth C. Dayani and to their heirs and assigns, *certain real estate in Davidson County, Tennessee, as follows:*

Land in Davidson County, Tennessee, being described as follows:

Land in the 7th, formerly 11th, Civil District of said County and State, being Lot No. 12 of Block "A" on the unrecorded subdivision of Tyne Meade, Section No. 2, described according to a survey made by Z. J. Wilkinson, Surveyor, as follows:

Beginning on the easterly margin of Lynwood Boulevard at the corner of Lots Nos. 11 and 12; thence with said Boulevard, southwardly 125 feet to the beginning of a curve; thence around said curve, southeastwardly 39.3 feet to the northerly margin of Wayland Drive; thence with said margin, eastwardly 225 feet; thence at right angles, northwardly 150 feet to the corner of Lots Nos. 11 and 12; thence with the line between said two lots, westwardly 250 feet to the beginning.

Being the same property conveyed to James Leroy Gotto and wife, Elizabeth Smith Gotto, by deed from Elwood J. Ball and wife, of record in Book 1678, Page 32, and re-recorded in Book 1684, Page 43, Register's Office for said County, the said James Leroy Gotto having died on May 26, 1967.

STATE OF TENNESSEE
COUNTY OF DAVIDSON.

The actual consideration or value whichever is greater, for this transfer is $ 54,000.00

Affiant

Subscribed and sworn to before me, this the 20th day of June, 1974

Notary Public

My commission expires: May 2, 1977 (Affix Seal)

This conveyance is made subject to the following:

1. An easement for public utilities and building setback lines as shown on the unrecorded subdivision of Tyne Meade, Section No. 2.

2. Release and covenant executed by Elwood J. Ball and wife, et al, (Bargainors) to Wakefield Realty Company (Bargainees), of record in Book 1645, Page 489, Register's Office for Davidson County, Tennessee, as follows:

"Harold M. Blackburn, Jr. and wife, Catherine B. Blackburn, and Elwood J. Ball and wife, Christine Kimes Ball, Bargainors, do hereby covenant, grant, and acknowledge the right to Bargainees and their assigns to maintain their lands, roads, ditches, culverts, and other property or improvements in the manner and condition presently existing, and that waters may flow therefrom in the future onto, over, and through the lands of Bargainors in the same manner said waters presently flow; provided, the Bargainors shall have the right by reasonable means to be exercised by them to divert or dispose of said waters, so long as no injury or damage is thereby done to the lands, roads, ditches, culverts, and other properties and improvements of the Bargainees or their assigns, and the use thereof is in no wise interfered with.

This release and covenant shall be binding upon the Bargainors, their representatives, heirs, and assigns forever, and shall run with the land of Bargainors hereinafter described (premises described above) forever."

3. All applicable zoning and building restrictions.

4. 1974 Metropolitan Nashville and Davidson County property taxes will be prorated as of the date of this deed, Grantees will be credited with Grantors' accrued portion thereof, and Grantees will assume and pay said 1974 taxes.

Possession of the property herein conveyed will be given by Grantors to Grantees not later than ninety (90) days from the date of this deed and sooner if possible.

Elizabeth Smith Gotto and Elizabeth Gotto Pickle are one and the same person. James Leroy Gotto, former husband of Elizabeth Smith Gotto, died on or about the 26th day of May, 1967 and later Elizabeth Smith Gotto and Thomas M. Pickle were married.

( ) unimproved
This is improved (X) property, known as 804 Lynwood Blvd., Nashville
(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 John Dayani and wife, Elizabeth C. Dayani, 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 indicated above.

We further covenant and bind ourselves, and our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Grantees and 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 John Dayani and wife, Elizabeth C. Dayani *hereinafter referred to as trustors, hereby transfer and convey unto* J. C. Dale, 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:*

for fire and extended coverage

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 $46,000.00, *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.* Said policies and renewals to be delivered to the owners of the indebtedness.

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 20 *day of* June, *19* 74.

Elizabeth Gotto Pickle

Elizabeth Gotto Pickle

Thomas (Jon) M. Pickle

Thomas M. Pickle

John Dayani

John Dayani

Elizabeth C. Dayani

Elizabeth C. Dayani

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Judy M Butler, *a Notary Public in and for said County and State,* Elizabeth Gotto Pickle and husband, Thomas M. Pickle

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* 20th *day of* June, *19* 74.

NOTARY PUBLIC

Judy M Butler *Notary Public*

Commission expires May 7, 1977

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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Personally appeared before me, Judy M Butler, *a Notary Public in and for said County and State,* John Dayani and wife, Elizabeth C. Dayani

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* 20th *day of* June, *19* 74

Commission expires May 7, 1977 Judy M Butler *Notary Public*

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 .....

AUG-2 74	CONV	54,000.00			
AUG-2 74	MORT'G	46,000.00			
AUG-2 74	S'TAX		A*	140.40	
AUG-2 74	S'TAX		A*	44.00	
AUG-2 74	PR'FEE		A*	.50	
AUG-2 74	W'DEED		A*	8.00	* 192.90

INSTALLMENT DEED

FROM
ELIZABETH G. PICKLE, ET VIR

TO
JOHN DAYANI, ET UX

This Instrument Prepared by:
DALE, THOMPSON & MILES
14th Floor
Nashville Bank & Trust Bldg.
Nashville, TN 37201

C 65603

IDENTIF. REFERENCE

AUG 2 9 33 AM '74
FELIX Z. WILSON JT REGISTER
DAVIDSON COUNTY, TENN.

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