Prepared by: Bass, Berry & Sims
27th Floor, First American Center
Nashville, Tennessee 37238

BOOK 4810 PAGE 332

# Installment Deed

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| John William Preston & wife (NAME:) | (same) (NAME:) | 147-5-7 |
| 4840 Briarwood Drive (STREET ADDRESS OR ROUTE NUMBER) | (STREET ADDRESS) | |
| Nashville, Tenn 37211 (CITY) (P. O. ZONE) (STATE) | (CITY) (ZONE) (STATE) | |

mail to

*FOR AND IN CONSIDERATION of the sum of* Thirty-Nine Thousand ($39,000)------
---*Dollars,*

*of which* Nine Thousand ($9,000.00)---
---*Dollars, has been paid in cash,*

*the receipt of which is hereby acknowledged, and for the remainder* Thirty Thousand ($30,000.00)
---*Dollars,*

John William Preston and wife, Candace McCampbell Preston *have executed* a promissory note payable to Fred Harron and wife, Marie Parker Harron, payable in equal monthly installments of principal and interest, in the amount of Two Hundred Forty-One Dollars and Fifty-Seven Cents ($241.57), the first installment being due August 1, 1974, and succeeding installments being due on the first of each month through July 1, 1999, all as more specifically set out in said note, including a provision

~~and promising~~ *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,* Fred Harron and wife, Lillian P. Harron, who is the same person as Marie Parker Harron,

*have this day bargained and sold, and do hereby transfer and convey unto the said* John William Preston and wife, Candace McCampbell Preston, their

~~successors~~ *heirs and assigns,*

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

Land in Davidson County, Tennessee, being Lot No. 556 on the Plan of Section XIV, Caldwell Hall, of record in Book 3300, page 77, Register's Office for Davidson County, Tennessee.

SAID Lot No. 556 fronts 85 feet on the easterly side of Briarwood Drive and extends back 391.8 feet on the northerly line and 386.75 feet on the southerly line, which is a broken line, to a dead line in the rear on which it measures 65.4 feet.

BEING the same property conveyed to Fred Harron and wife, Lillian P. Harron, by warranty deed from Norman Otto Walker and wife, Martha F. Walker, of record in Book 4047, page 240 said Register's Office.

E. H. CAMP, III NOTARY PUBLIC AT LARGE

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $ 39,000.00

Affiant

Subscribed and sworn to before me, this the 23rd day of August, 19 74

My commission expires: July 24, 1977 (AFFIX Seal)

Notary Public

This conveyance is expressly subject to:

1. 1974 real property taxes which have been prorated and assumed by the Grantees.

2. Restrictive covenants of record in Book 1788, page 108, Book 3433, page 100, and Book 3436, page 335 said Register's Office.

3. Easement granted the Tennessee Valley Authority by the instrument of record in Book 1174, page 235 said Register's Office.

| | | | | | |
|---|---|---|---|---|---|
| AUG-2 | CONV | 39,000.00 | | | |
| AUG-2 | MORT'G | 30,000.00 | | | |
| AUG-2 | S'TAX | | A* | 101.40 | |
| AUG-2 | S'TAX | | A* | 28.00 | |
| AUG-2 | PR'FEE | | A* | .50 | |
| AUG-2 | W'DEED | | A* | 6.00 | * 135.90 |

unimproved ( ) This is improved (X) property, known as 4840 Briarwood Drive Nashville, Tennessee 37211
(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 William Preston and wife, Candace McCampbell Preston, their ~~successors~~ *heirs and assigns forever.* Grantors *covenant that* they 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 for the encumbrances noted above.

Grantors *further covenant and bind* themselves, their *heirs and representatives, to warrant and forever defend the title to said real estate to said* John William Preston and wife, Candace McCampbell Preston, 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 William Preston and wife, Candace McCampbell Preston, *hereinafter referred to as trustors, hereby transfer and convey unto* William N. Ozier, *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* $39,000.00, *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.*

*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 [illegible] indebtedness, all the [illegible]*

*expenses of such appearance or proceedings, together with a reasonable attorney's fee which 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* 1 *day of* August, *19*74.

C 6 5 7 6 2

T IDENTIF. REFERENCE

AUG 2 2 30 PM '74

FELIX Z. HAYNES, REGISTER
DAVIDSON COUNTY, TENN.

Fred Harron
Fred Harron

Lillian P. Harron
Lillian P. Harron

Marie Parker Harron
Marie Parker Harron

John William Preston
John William Preston

Candace McCampbell Preston
Candace McCampbell Preston

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

*Personally appeared before me,* ....., *a Notary Public in and for said County and State,* Fred Harron, Lillian P. Harron, Marie Parker Harron, John William Preston, and Candace McCampbell Preston

*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* 1 *day of* AUGUST, *19*74.

E. H. Camp, III *Notary Public*

NOTARY PUBLIC DAVIDSON COUNTY

*Commission expires* July 24, 1977