Installment Deed

BOOK 4852 PAGE 211

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Doris A. Peacemaker	Same	15DA-5250
(NAME)	(NAME)	15DA-5050
1047 Trinity Lane		72-5-106
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	72-6-190
Nashville, TN.		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of --TEN THOUSAND AND 00/100 (10,000.00) ---------- *Dollars,*

of which Five Hundred and 00/100 (500.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder of Ninety-five Hundred and 00/100 (9,500.00)---------- *Dollars,*

Doris A. Peacemaker, *has executed*

her promissory note of even date herewith, payable to the order of Grantors on or before January 25, 1975, with interest at the rate of 9-1/2 per cent per annum;

SEP 16 [illegible]	CONV	10,000.00			
SEP 16 [illegible]	MORT'G	9,500.00			
SEP 16 [illegible]	ST TAX		A*	26.00	
SEP 16 [illegible]	ST TAX		A*	7.50	
SEP 16 [illegible]	FEE		A*	.50	
SEP 16 [illegible]	W DEED		A*	6.00	* 40.00

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, OSCAR E. ENGLAND and ROGER E. ENGLAND, *have this day bargained and sold, and do hereby transfer and convey unto the said* DORIS A. PEACEMAKER, her *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

TRACT I:
Being Lot No. 23 on the Map of the Subdivision of the Casper Zopfi Place, as of record in Book No. 332, page 167, of the Register's Office for Davidson County, Tennessee.

Said Lot No. 23 fronts 50 feet on the northerly side of Countess Street as widened and runs back between parallel lines 145 feet to an alley.

TRACT II:
Being Lots Nos. 25, 26 and 55 on the Revised and Corrected Map of Casper Zopfi Place, as of record in Book 547, pages 21 and 22, Register's Office for said County.

Said Lots Nos. 25 and 26 front 50 feet each on the southerly side of Zopfi Street, and run back between parallel lines 145 feet to an alley.

Said Lot No. 55 fronts 59.7 feet on the southerly side of Zopfi Street, runs back between lines, 145 feeto to alley, and shows 54.4 feet [illegible] alley.

[illegible] The actual consideration or value whichever is greater, for this transfer is $ 10,000.00

[illegible] before me, this the 7th day of [illegible] 74

[illegible] 9-9-77 (Affix Seal)

Affiant

Notary Public

Both of said tracts being property devised to Oscar E. England and Roger E. England, as devisees under the will of Luther E. Edwards, deceased, whose will is of record in Will Book 105, page 265, Probate Court of Davidson County, Tennessee.

Said property is conveyed subject to easement for sanitary sewers and/or storm drainage conveyed to Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Book 4236, page 199, said Register's Office; and to right of way easements of record in Book 1681, page 99, and in Book 1727, page 604, said Register's Office.

unimproved ( )
This is improved ( ) property, known as 1047 Trinity Lane, Nashville, Tennessee
(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 Doris A. Peacemaker, her *(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 for 1974 taxes which are to be pro rated and assumed by Grantee.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Doris A. Peacemaker, her *(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 Doris A. Peacemaker, *hereinafter referred to as trustors, hereby transfer and convey unto* O. B. Hofstetter, 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 $ insurable value, *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 9th *day of* September, *19* 74

Oscar E. England

Roger E. England

Doris A. Peacemaker

THIS INSTRUMENT PREPARED BY:
O. B. Hofstetter, Jr., Attorney
304 American Trust Building
Nashville, Tennessee 37201

Mail

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TENNESSEE REGISTER'S OFFICE
RECEIVED
SEP 16 10 54 AM '74
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Eunice Miller, *a Notary Public in and for said County and State,* Oscar E. England and Roger E. England, and Doris A. Peacemaker,

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 the* . *day of* September, *19* 74.

Notary Public

My Commission Expires October 29, 1977