BOOK 1861 PAGE 407

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# INSTALLMENT DEED

Form No. WD - 4

FROM
John J. Cunningham

TO
Charles A. Warren and wife,
Ethel Warren

For draftsman's use
THIS INSTRUMENT PREPARED BY:
MICHAEL J. PHILBIN, ATTORNEY
300 James Robertson Parkway
Nashville, Tennessee 37201

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Charles A. Warren (NAME) | SAME (NAME) | Map 133-1 |
| 510 High Street (STREET ADDRESS OR ROUTE NUMBER) | (STREET ADDRESS) | Parcel 193 |
| Nashville, Tennessee (CITY) (STATE) (P. O. ZIP) | (CITY) (STATE) (ZIP) | 6DA37592 |

(FOR REGISTER'S USE)

T
IDENTIF. REFERENCE

OCT 16 2 44 PM '74

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

C 75022

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 7,500.00 Richard D. Taylor
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 16th DAY OF October 1974.

Elizabeth F. Sloan
Notary Public

MY COMMISSION EXPIRES: NOV. 19, 1975
(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Seven Thousand Five Hundred ($7,500.00) DOLLARS

of which $ 292.65 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees agree to assume the balance of $4,207.35 due and owing on a vendor's lien retained in the deed from Swiss Society of Nashville, Tennessee, to Selmer Lawson Tedder, of record in Book 4261, page 255, and re-recorded in Book 4264, page 551 said Register's Office, and to secure the payment of one note in the amount of $3,000.00 of even date herewith payable in equal installments of $46.02 commencing on the 15th day of November, 1974, with a like amount of the 15th day of each succeeding month up to and including the 15th day of October, 1981, each installment includes principal and interest at the rate of 7-1/2% per annum on the unpaid balance.

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

John J. Cunningham and wife, Dorothy Taylor Cunningham, who joins in this conveyance to convey whatever right, title or interest she may have, hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Charles A. Warren and wife, Ethel Warren

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 165 on the Map of Sunrise Heights, 2nd Plan, as of record in Book 421, page 46, Register's Office for said County.

Said Lot No. 167 fronts 50 feet on the northerly side of High Street, and runs back 162.2 feet on the east line and 160.8 feet on the west line to an alley on which it measures 50.1 feet.

Being the same property conveyed to John J. Cunningham by deed from Selmer L. Tedder and wife, Lois Ann Tedder of record in Book 4738, page 639, Register's Office for Davidson County, Tennessee.

| | | | | | |
|---|---|---|---|---|---|
| OCT 16 | CONV | *7,500.00 | | | |
| OCT 16 | MORT'G | *3,000.00 | | | |
| OCT 16 | S'TAX | | A* | 19.50 | |
| OCT 16 | S'TAX | | A* | 1.00 | |
| OCT 16 | PR'FEE | | A* | .50 | |
| OCT 16 | W'DEED | | A* | 4.00 | * 25.00 |

This is unimproved ( ) improved (X) property, known as 510 High Street, Nashville, Tennessee
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their 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.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, their 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 notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said grantees herein do hereby transfer and convey unto Richard D. Taylor Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantees do hereby 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 at least the sum of $ insurable value until the notes herein secured are 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 and holder of said notes, as his interest may appear. We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment. Now, if we, the said grantees, shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if we fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; we fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, 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 notes, or any of said notes then past due and unpaid, all remaining unpaid notes 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 conveyance. We agree that the Trustee, may at any time, after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. We further agree 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 advise 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 notes 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 the grantees herein, their heirs, 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 lien notes, or, if more than one, then of the first-maturing unpaid note, 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 said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Said trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 16th day of October 19 74.

John J. Cunningham

Charles A. Warren

Dorothy Taylor Cunningham

Ethel Warren

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Elizabeth F. Sliger, a Notary Public in and for said County and State, the within named John J. Cunningham and wife, Dorothy Taylor Cunningham, and Charles A. Warren and wife, Ethel Warren the 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 16th day of October, 19 74

Elizabeth F. Sliger, Notary Public.

ELIZABETH F. SLIGER NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Commission expires Nov. 19, 1975

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 singing the name of the corporation by self as .

Witness my hand and seal, at office in , this day of , 19 .

, Notary Public.

Commission expires .