BOOK 4878 PAGE 445

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INSTALLMENT DEED Form No. WD-4

FROM
CATHERINE A. WOOLWINE

TO
EMMONS H. WOOLWINE, JR. and
MARY CATHERINE VAN DER NAILLEN

For draftsman's use
MAIL -

THIS INSTRUMENT PREPARED BY
AND MAIL TO
JOHN W. NELLEY, JR., ATTY.
TWENTY-SIXTH FLOOR
FIRST AMERICAN CENTER
NASHVILLE, TENNESSEE 37238

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
EMMONS H. WOOLWINE, JR. and MARY CATHERINE VAN DER NAILLEN (NAME)	SAME (NAME)	Map 116-11 Par. 31
1027 Lynwood Boulevard (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee 37215 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 61,150.00 Judy Cagle
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 31st DAY OF December, 1974

R. Jean Bivens
Notary Public

MY COMMISSION EXPIRES: 10-28-78

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of SIXTY ONE THOUSAND ONE HUNDRED FIFTY AND NO/100---------- ($61,150.00) ---------- DOLLARS

of which $ 1,150.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for ~~the remaining Sixty Thousand Dollars ($60,000.00)~~ the said Grantees have executed two (2) notes of even date herewith, each in the principal amount of Thirty Thousand Dollars ($30,000.00), each payable to the order of Catherine A. Woolwine, and each payable as follows: on the 1st day of September, 1975, the sum of One Thousand Dollars ($1,000.00) and a like amount on the same day of each succeeding year for the next 30 years, plus on said dates, interest on the unpaid principal balance remaining from time to time at the rate of 7% per annum (simple interest) with the last payment being due and payable on the 1st day of September, 2005, if not sooner paid.

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,

CATHERINE A. WOOLWINE

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto EMMONS H. WOOLWINE and MARY CATHERINE VAN DER NAILLEN, as tenants in common with each having an undivided one-half interest

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

A tract of land in the 7th, formerly the 11th, Civil District of Davidson County, Tennessee, being the south part of Lot No. 18-A and all of Lot No. 18-B on the Plan of Honeywood Subdivision, of the Malone Estate, not of record and described according to a copy of a survey thereof made April 2, 1947, by James A. Hamilton, Jr., Surveyor, as follows:

Beginning at a point in the westerly margin of Sunnyside Drive at the common corner of Lots 18-B and 19-A, being the northeast corner of the property of W. Raymond Denney; thence northerly along the westerly margin of Sunnyside Drive 167 feet 6 inches to a point which is 67 feet 6 inches north of the corner of Lots 18-A and 18-B; thence westerly 197 feet, more or less, to a stake in the east line of Lot No. 3; thence with the line of the same along the westerly line of Lot No. 18-A and Lot No. 18-B southerly 141 feet 7 inches to a stake at an iron pin, being Denney's northwest corner and the corner of Lots 19-A and 18-B; thence with the line between said lots easterly 183 feet 9 inches to the point of beginning.

Being part of the same property conveyed to Catherine A. Woolwine, a widow, by deed from Robert T. Turner and wife, Martha Louise Turner, of record in Book 3672, page 193, Register's Office for Davidson County. Tennessee.

This is unimproved ( ) improved ( ) property, known as ---------- (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. except for the 1974 taxes.

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 John W. Nelley, Jr. 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, value of improvements insured in some reliable fire insurance company or companies for at least the sum of fair market 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 September 1974.

Catherine A. Woolwine — Emmons H. Woolwine, Jr.

Mary Catherine Van Der Naillen

CATHERINE A. WOOLWINE

EMMONS H. WOOLWINE, JR.

MARY CATHERINE VAN DER NAILLEN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named CATHERINE A. WOOLWINE

the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 16th day of December, 1974

Notary Public.

Commission expires Jan 28, 1978

Liability of Witness Typing or Printing on This Instrument Unsatisfactory When Received.

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.....

STATE OF TENNESSEE
COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named EMMONS H. WOOLWINE, JR., the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 16th day of Decemb, 1974.

NOTARY PUBLIC

MY COMMISSION EXPIRES: Jan 28, 1978

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

DEC 31 | 02 PM '74

FELIX A. ROSSI REGISTER DAVIDSON COUNTY, TENN.

IDENTIF. REFERENCE

C 82987

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STATE OF
COUNTY OF Harris

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named MARY CATHERINE VAN DER NAILLEN, the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Houston, Texas, _____, this 26th day of September, 1974.

Gladys Grebe
NOTARY PUBLIC

NOTARY PUBLIC HARRIS COUNTY, TEXAS

MY COMMISSION EXPIRES: June 1, 1975

DEC31	CONV	61,150.00			
DEC31	MORT'G	60,000.00			
DEC31	S'TAX		A*	158.86	
DEC31	S'TAX		A*	58.00	
DEC31	PR'FEE		A*	.50	
DEC31	W'DEED		A*	6.00	* 223.36