THIS INSTRUMENT PREPARED BY B. R. KENNEDY, JR., ATTORNEY, 329-STAHLMAN BUILDING

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This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD-4

FROM

JULIA L. MALLERNEE, A WIDOW

TO

MELLICENT JONES

For draftsman's use

Please mail to Cumberland Realty Co. 702 - Halleran Bldg, Nashville, Tenn (37201)

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
MRS. MELLICENT JONES (NAME)	SAME (NAME)	W2-16180
1603-9th Avenue North (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Map 81-12
Nashville, Tennessee (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	Par. 116

(FOR REGISTER'S USE)

D 0 6 4 8 9

IDENTIF. REFERENCE

JUL 11 1 47 PM '75

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 4,150.00

Julia L. Mallernee
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 1st DAY OF July 1975.

M. Lanier
Notary Public

MY COMMISSION EXPIRES: 11/19/75

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of FOUR THOUSAND ONE HUNDRED FIFTH AND NO/100 -($4,150.00) - - - - - - - - - - - - - - - DOLLARS

of which $ 500.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantee has executed her two promissory notes of even date herewith payable to the order of Julia L. Mallernee; the first in the principal amount of $450.00 payable on or before July 1, 1976 with interest at the rate of 8% per annum. The second note is in the principal amount of $3,200.00 payable in monthly installments as follows, namely; on the 1st day of August, 1975 the sum of $45.00 and thereafter a like amount on or before the 1st day of each succeeding month, to be applied first to payment of interest at the rate of 8% per annum on the principal sum, or so much as shall from time to time remain unpaid, and the balance to be applied to payment of the principal sum until the entire amount, both principal and interest has been paid in full.

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.

I, Julia L. Mallernee, a widow,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

MELLICENT JONES

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

LAND IN DAVIDSON COUNTY TENNESSEE, BEING THE SOUTHERLY 10 feet of Lot 315 and the northerly 20 feet of Lot 316 of McGavock, Wetmore and Other's Addition, of record in Book 21, page 23, Register's Office for Davidson County, Tennessee. Said Lots join and front 30 feet on the easterly side of Arthu Avenue and extehds back betweeh parallel lines 150 feet to an alley.
Being the same property conveyed to Julia Mallernee by deedfrom Mary Elizabeth Johnson, a widow, of record in Book 4410, page 221, Register's office for Davidson County,Tenn.
LAND IN DAVIDSON COUNTY, Tennessee, being the southerly 30 feet of Lot No. 316 on the Plan of McGavock's Addition, of record in Book 21, page 23, Register's Office for said County. Said part of said lot fronts 30 feet on the easterly side of Arthur Avenue and runs back between parallel lines 150 feet to an alley. Being the same property conveyed to Julia L. Mallernee by deed from Ione B. Goodpasture, a widow, as devisee under the will of Lurton Goodpasture, of record in Will Book 67, page 221, said RegisterOffice, said deed of record in Book 4926, Page 145, Register's Office for Davidson County, Tennessee. INCLUDED in the above description but SPECIFICALLY excluded therefrom is that portion of property conveyed to the State of Tennessee for the use and benefit of the Department of Highways, by deed from Ione B. Gooodpasture, of record in Book 4239, page 797, Register's Office for Davidson County, Tennessee, described as follows: BEGINNING at the apparent common corner between the northerly 20 feet and the southerly 30 feet of Lot 316 on the Plan of McGavock's Addition, as of record in Book 21, page 23, Register's Office for Davidson County,Tenn.,said common corner being located by survey, S.47° 30'29"E.271 feet along the westerly margin of an alley from its intersection with the southerly margin of Jane Street; thence continuing with the westerly margin of said alley and the easterly boundary of said Lot 316, S.47° 30' 29" E. 30 feet to the apparent common corner of Lots 316 and 317 in the aforesaid subdivision; thence with the common line between said Lots 316 and 317, S. 42° 33' 42" W. 34.62 feet to a point; thence N. 1° 37' 04" E. 45.78 feet to the pointof beginning. CONTAINING 519 square feet, more or less.

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This conveyance is made subject to perpetual easement conveyed to State of Tennessee, by instrument of record in Book 4239, page 709, said Register's Office. This conveyance is also made subject to easement conveyed to Metropolitan Government of Nashville and Davidson County, Tennessee, as of record in Book 4373, page 50, being for sanitary sewers and/or storm drainage.

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 1975 taxes which have been prorated and are assumed by the grantee herein.

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 M. L. Randall 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 $ 3,650.00 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 1st day of July 19 75.

Julia L. Mallernee

Mellicent Jones

JUL 11 75 CONV *4,150.00
JUL 11 75 MORT'G ~~*3,200.00~~
JUL 11 75 S'TAX A* 10.66
JUL 11 75 S'TAX A* 1.20
JUL 11 75 PR'FEE A* .50
JUL 11 75 RCEED A* 6.00 * 18.36

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, M. L. Randall, a Notary Public in and for said County and State, the within named Julia L. Mallernee, a widow and Mellicent Jones

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 Tennessee, this 1st day of July, 19 75

M. L. Randall, Notary Public.

Commission expires 11/19/75

RANDALL NOTARY PUBLIC DAVIDSON COUNTY, TENN. MY COM. EXPIRES NOV. 19, 1975

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing In This Document 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 .