Installment Deed

Mail

THIS INSTRUMENT WAS PREPARED BY
BASS, BERRY & SIMS, ATTORNEYS
FIRST AMERICAN CENTER
NASHVILLE, TENNESSEE 37238

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NO. DEED
Harry Zaharias & Lula G. Blake (NAME)	Same (NAME)	M. 106 P. 129
1070 N. Washington (STREET ADDRESS OR ROUTE NUMBER)	BOOK 4950 PAGE 395 (STREET ADDRESS)	M. 106 P. 84
Cookeville, Tennessee 38501 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Two Hundred Twenty-Five Thousand and no/100 ($225,000.00) ---------- *Dollars,*

of which One Hundred Three Thousand Four Hundred Sixty-Seven and 74/100 ($103,467.74) ---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* of One Hundred Twenty-One Thousand Five Hundred Thirty-Two and 26/100 ($121,532.26) ---------- *Dollars,*

Harry Zaharias and Lula Gianikas Blake *have executed*

their note of even date herewith in the principal amount of One Hundred Twenty-One Thousand Five Hundred Thirty-Two and 26/100 ($121,532.26) Dollars, payable monthly from November 1, 1975 in sixty (60) equal installments in the amount of $2,579.81 per payment, which includes 10% per annum as interest,

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, Mid-West National Life Insurance Company

have this day bargained and sold, and do hereby transfer and convey unto the said Harry Zaharias and Lula Gianikas Blake, as Tenants In Common, their *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

TRACT I: A tract or parcel of land in the Third, formerly the Fifteenth Civil District of Davidson County, Tennessee, and being an unnumbered parcel as shown on the Plan of Millwood, Section 1, as of record in Book 4460, page 84, and described according to said Plan, as follows:

BEGINNING at a point in the southeasterly margin of Millwood Drive, the same being the northerly corner of the tract of land (Tract 1, as shown on said Plan) which was conveyed to Mid-West National Life Insurance Company of Tennessee, by deed of Millwood Development Company, of record in Book 4567, page 280, Register's Office for Davidson County, Tennessee; thence with said margin of Millwood Drive, in a generally northeasterly direction 80.00 feet to a concrete monument marking the beginning of a curve to the left; thence, along said curve in a generally northerly and northwesterly direction, 258.66 feet to a concrete monument marking the end of said curve; thence, leaving Millwood Drive, north 74° 00' E 70.00 feet to a concrete monument; thence, South 71° 49' 25" E, 239.29 feet to a point in the center line of Mill Creek; thence, with said center line of Mill Creek, south 32° 09' 51" W, 404.38 feet to a point, the easterly corner of the said tract of land which was conveyed to Mid-West National Life Insurance Company of Tennessee, by

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 225,000.00

Affiant

Subscribed and sworn to before me, this the 10th day of Sept- 19 75

Notary Public

My commission expires: 2-11-76 (Affix Seal)

unimproved ( )
This is improved (X) property, known as .... (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 Harry Zaharias and Lula Gianikas Blake, as Tenants in Common, their .... *(XXXXXXXX),* *heirs and assigns forever.* XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Mid-West National Life Insurance Company covenants that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered.

Mid-West National Life Insurance Co. *further covenant and bind* itself, its successors XXXX *and representatives, to warrant and forever defend the title to said real estate to said* Harry Zaharias and Lula Gianikas Blake, as Tenants in Common, 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 Harry Zaharias and Lula Gianikas Blake, as tenants in Common *hereinafter referred to as trustors, hereby transfer and convey unto* James C. Gooch, *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 XXXXXXXXXXXXXXXXXXX *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 shall, upon request of Grantees herein furnish proof of prompt payment of any insurance premiums on the premises and taxes thereon.

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

Deed of Millwood Development Company, as aforesaid; thence, with the northeasterly boundary of said Mid-West National Life Insurance Company of Tennessee property, north 49° 00' W, 202.4 feet, to the point of beginning.

BEING the same property conveyed to Mid-West National Life Insurance Company by deed from Henry H. Hudson, of record in Book 4738, page 941, RODCT.

The said property is conveyed expressly subject to:

1. Metropolitan property taxes for the year 1975, which shall be paid by Grantees.

2. Any and all applicable zoning regulations.

3. The said plan of record in Book 4460, page 84, in said Register's Office shows:

   (a) An owner's certificate;
   (b) A 20 foot easement for a trunk sanitary sewer, the same being of record in Book 3531, page 588, in said Register's Office.
   (c) An easement for the flow of Mill Creek.

   (d) A 10 foot public utility and drainage easement along the southwesterly boundary of said tract (where it adjoins the tract presently owned by Grantee.)

This conveyance does not include the advertising sign located in front of the building located hereon.

TRACT II: Land in Davidson County, Tennessee, described as follows:

COMMENCING at an iron pin located in the eastern right-of-way margin of Murfreesboro Road, said point also being the southeast corner of a tract of land belonging to Malcolm L. Barrett, et ux, and also as shown on Map 106 of Parcel No. 107; thence S. 49° 00' E. 146.05 feet to an iron pin, the point of beginning; from said beginning point; thence S 49° 00' E. 114.0 feet to an iron pin; thence N. 41° 00' E. 10.0 feet to an iron pin; thence S. 49° 00' E. 91.85 feet to a point in Mill Creek; thence N. 32° 09' 51" E. 185.20 feet to a point in said creek; thence N. 49° 00' W. 202.40 feet to an iron pin; thence S. 41° 00' W. 168.00 feet to an iron pin; thence with a curve to the left, with a radius of 25.0 feet, 39.27 feet to the point of beginning.

BEING the same property conveyed to Mid-West National Life Insurance Company by Millwood Development Company of record in Book 4567, page 280, RODCT.

The said property is conveyed subject to the following:

1. Metropolitan property taxes for the year 1975, which shall be paid by Grantees.

2. Easement for the flow of Mill Creek.

3. Easement for trunk sanitary sewer of record in Book 3531, Page 588, Register's Office for Davidson County, Tennessee.

4. Public utility and drainage easement along Mill Creek, as shown on the plan or survey of the property which was prepared by A & A Engineers, Inc., bearing date of _____, 1971.

5. All applicable zoning ordinances and regulations.

Grantees hereby covenant with Grantors that they are not indebted to any person for any real estate commissions, finders fees, nor any commissions of any kind whatsoever in connection with the premises herein conveyed; but that if any claims of such nature are made against Grantors herein, Grantees shall indemnify and hold harmless Grantors from any and all such claims.

This installment deed is contingent upon the signature of Julie Zaharias, and shall not be effective until her signature is affixed hereto.

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 10th *day of* Sept *19*75.

Julie Zaharias, as wife of Harry Zaharias, joins herein for the purpose of conveying to Grantors lien on the premises.

~~Mid-West National Life Insurance Co.~~

By: Fred Harrell President

Harry Zaharias

X Julie Zaharias

Julie Zaharias

Lula Gianikas Blake

Lula Gianikas Blake

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Nellie M. Walsh *, a Notary Public in and for said County and State,* Harry Zaharias, and Lula Gianikas Blake

the within named ~~XXXXXXXX~~ Trustors *with whom I am personally acquainted, and who acknowledged that executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at ..... *Tennessee, this* 10 *day of* Sept *19*75

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Nellie M. Walsh *Notary Public*

Commission expires 2-11-

BOOK 4950 PAGE 399

STATE OF Tennessee }
COUNTY OF Putnam }

Personally appeared before me, JANE M. YOUNG, *a Notary Public in and for said County and State,* Judy ~~Julie~~ Zaharias

the within named 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 Cookeville, Tennessee,
this 11th *day of* September, *19*75.

Jane M. Young *Notary Public*

PUTNAM COUNTY, TENN. ★ JANE M. YOUNG ★ NOTARY PUBLIC

Commission Expires October 28, 1975

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Nellie M. Walsh, *a Notary Public of the State and County aforesaid, personally appeared* Fred Harron,
with whom I am personally acquainted, and who, upon oath, acknowledged him *self to be* President
of the Mid-West National Life Insurance Company,
the within named bargainor, a corporation, and that he *as such* President,
being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by him *self as* President.

Witness my hand and seal, at office in Nashville, Tennessee,
this 10TH *day of* SEPT, *19*75.

Nellie M. Walsh *Notary Public*

DAVIDSON COUNTY, TENN. ★ NELLIE M. WALSH ★ NOTARY PUBLIC

Commission expires 2-11-76

SEP 12 75	CONV	★	~~.00~~ 225,000.00		
SEP 12 75	MORT'G	★	~~.00~~ 121,532.26		
SEP 12 75	S'TAX		A★ 585.00		
SEP 12 75	S'TAX		A★ 119.50		
SEP 12 75	PR'FEE		A★ .50		
SEP 12 75	W'DEED		A★ 10.00	★	715.00

INSTALLMENT DEED

FROM

TO

D 15314

IDENTIF. REFERENCE

SEP 12 10 43 AM '75

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TENN.

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238