Mail: Prepared by & Return to
Belvedere Rd. Title Inc

BOOK 4952 PAGE 733

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD - 4

FROM

Janie Elizabeth Griggs,
a widow

TO

Everett Griggs et al

For draftsman's use

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Everett Griggs (NAME)	Same (NAME)	
Rt. 1 Dodson Chapel Rd. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	84-16
Hermitage, TN. 37076 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	158 Part

D 16361

(FOR REGISTER'S USE)

INDEXING REFERENCE

SEP 19 2 32 PM '73

FEE $ ... REGISTER DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$21,000.00 Janie Griggs
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 12th DAY OF Sept 1973

Notary Public

MY COMMISSION EXPIRES: 11-[illegible]-1976

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Twenty One Thousand and no/100 DOLLARS

of which $ 1.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed a note in the amount of $21,000.00 payable to Janie Elizabeth Griggs at 7½% per annum. Said Grantees are to pay the interest only during the life of said Janie Elizabeth Griggs, and upon her death the entire principal sum shall become due and payable, as stated in the note

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,

Janie Elizabeth Griggs

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

Everett Griggs and Jimmy Griggs

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

Land in Davidson County, Tennessee, in the 3rd Civil District, being the southerly 95 feet of Lot No. 8 on the Map of Donelson Heights Subdivision, not of record, according to a survey made by Erle Drake, County Surveyor dated July 9, 1921, as follows:

Beginning at a point in the westerly margin of Shady Grove Avenue (formerly unnamed), 725 feet north of the northerly margin of Lebanon Road, said point being the common corner between lots 7 and 8; thence with the line between said two lots, in a westerly direction 200 feet to a wire fence, the easterly line of property now or formerly owned by H.C. Criswell; thence with said Criswell property in a northerly direction 95.0 feet to an iron pin located 5.0 feet southerly from the southwest corner of Lot No. 9, also marked by an iron pin; thence in an easterly direction, 5 feet from and parallel with the southerly line of Lot No. 9, 200 feet to an iron pin in the westerly margin of Shady Grove Avenue; thence with said Avenue southwardly 95.0 feet to the point of beginning, containing 0.4 acres, more or less.

Being the same property conveyed to Janie Elizabeth Griggs by deed from Clarence E. Elrod and wife, Elaine C. Elrod, as of record in Book 3407, page 199, said Register's Office.

The Grantor, Janie Elizabeth Griggs, reserves to herself a life estate in the property herein conveyed and described.

* Conditions of Sale (see reverse side)

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 grantors herein do hereby transfer and convey unto Traber & Robinson, Attys 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 valude 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 piural, 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 12th day of September 1975.

Jimmy L. Griggs

Everett Griggs

Janie Elizabeth Griggs

REGORDER'S MEMO
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

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 Janie Elizabeth Griggs, Everett Griggs Jimmy Griggs 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, TN. Tennessee, this 12 day of September 1975.

Notary Public.

Commission expires 11-20-1976

1. 1975 taxes to be paid by the Grantor, as will the homeowners insurance.
2. Any necessary surveying will be paid for by Grantees, if they see fit to survey.
3. Any sewerage connections necessary for business will be paid for by Grantees.
4. The property is not to be sold or sub-rented during the lifetime of the Grantor without her approval.

THIS IS IMPROVED PROPERTY, KNOWN AS 214 Shady Grove Rd., Nashville, TN. 37214

SEP 1975	CONV	21,000.00			
SEP 1975	MORT'G	21,000.00			
SEP 1975	S'TAX		A*	54.60	
SEP 1975	S'TAX		A*	19.00	
SEP 1975	PR'FEE		A*	.50	
SEP 1975	W'DEED		A*	4.00	* 78.10