Installment Deed

BOOK 4963 PAGE 140

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
John E. Brooks & Etux	Johnnye B. Love/Mary	
(NAME:) 1001 Montrose Ave.	(NAME:) 505 Roscoe Ave	118-1
(STREET ADDRESS OR ROUTE NUMBER) Nashville Tenn	(STREET ADDRESS) Nashville, Tenn 37211	212 2nd
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of FIFTEEN THOUSAND AND NO/100 ($15,000.00) ---------- *Dollars,*

of which ------SIX HUNDRED SIXTY-SEVEN AND 50/100 ($667.50)---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder FOURTEEN THOUSAND THREE HUNDRED THIRTY-TWO AND 50/100 ($14,332.50)---------- *Dollars,*

John E. Brooks and wife, Mary Brooks

have executed

an installment deed note in the principal amount of $14,332.50 payable to the order of Rex H. Jenkins, Trustee in monthly installments of $167.50 each, per month. Said note bears interest at the rate of 10% per annum and monthly payments include interest. Out of said payments, Rex H. Jenkins, Trustee shall pay the taxes and insurance as they become due and add said amount to the face of the note. First installment due and payable October 7, 1975 and a payment is due and payable on the same day of each succeeding month until entire amount has been paid in full.

This Instrument Was Prepared
By: Dewey W. Pedigo of the Law Firm
Pedigo & Saindon, Stahlman Bldg., Nashville, Tn.

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,

Rex H. Jenkins, Trustee

have this day bargained and sold, and do hereby transfer and convey unto the said

John E. Brooks and wife, Mary Brooks

their ~~successors~~, *heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows:

Being the easterly part of Lot No. 140 on the Plan of Montrose Place, as of record in Book 57, page 93, Register's Office for said County, as follows:

Beginning at the southwest corner of Tenth Avenue South, formerly Pomeroy Avenue, and Montrose Avenue, formerly Bethel Street, being the northeast corner of said lot; thence with the southerly margin of Montrose Avenue westerly 75.6 feet, more or less, to the northeast corner of the lot conveyed by Geo. M. Carroll and wife, to Miss Willie R. Cooper, by deed of record in Book 359, page 391, said Register's Office; thence with her easterly line southerly 170 feet, more or less to the northerly margin of an alley; thence with said alley easterly 83.2 feet more or less to the westerly margin of Tenth Avenue South; thence with the westerly margin of Tenth Avenue South, northerly 172.7 feet to the beginning.

Being the same property conveyed to Rex H. Jenkins, Trustee by deed from Clinton C. Boyd and wife, Barbara J. Boyd of record in Book 4650, page 633, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 15,000.00

Subscribed and sworn to before me, this the 24 day of September 1975

My commission expires: Nov 12 1977
(Affix Seal)

John Edward Brooks
Affiant

Rex H. Jenkins
Notary Public

JENKINS, JR. NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Juneita D. Jenkins, wife of Rex H. Jenkins joins in the execution of this instrument for the purpose of conveying any and all interest that she may have in said property, but no further or otherwise.

At the present time, there is a first mortgage on said property secured by an instrument of record in Book 4491, page 121, Register's Office for Davidson County, Tennessee, and a second mortgage payable to Home Federal Savings & Loan Association secured by an instrument of record in Book 4713, page 954, Register's Office for Davidson County, Tennessee. It is agreed by all parties hereto that the grantor, Rex H. Jenkins, Trustee shall pay said mortgages as they become due out of the payments which are made to him on the note described herein and shall obtain a release on said mortgages when the same shall become paid in full which shall be on or before the payment of the note herein described.

Said property is sold as is with no guaranty as to the conditions.

From proceeds paid on note herein, all encumbrances are to be paid on property.

This is improved ( ) unimproved ( ) 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 John E. Brooks and wife, Mary Brooks their ~~successors~~ *heirs and assigns forever.* I *covenant that* I am *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 as noted above.

I *further covenant and bind* my trust, my successors in trust ~~heirs~~ *and representatives, to warrant and forever defend the title to said real estate to said* John E. Brooks and wife, Mary Brooks, 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 John E. Brooks and wife, Mary Brooks *hereinafter referred to as trustors, hereby transfer and convey unto* Dewey W. Pedigo, *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 sum of $....., or at least 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 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

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 24th *day of* September, *19* 75

Rex H. Jenkins

Rex H. Jenkins, Trustee

Juneita D. Jenkins

X John Edward Brooks

X Mary Brooks

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Rex H. Jenkins, Jr., *a Notary Public in and for said County and State,* John E. Brooks and wife, Mary Brooks and Rex H. Jenkins and wife, Juneita D. Jenkins

the within named 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* 24 *day of* September, *19* 75

Rex H. Jenkins, Jr.
Notary Public

REX H. JENKINS, JR. NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Commission expires Nov 12, 1975

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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Personally appeared before me, Rex H. Jenkins, Trustee, *a Notary Public in and for said County and State,*

the within named bargainor, with whom I am personally acquainted, and who acknowledged that he as trustee *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville *this* 14th *day of* Oct., *19* 75

Commission expires Nov 12, 1975

Rex H. Jenkins
Notary Public

REX H. JENKINS, JR. NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

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 .....

OCT 21 75	CONV	15,000.00			
OCT 21 75	MORT'G	14,332.50			
OCT 21 75	S'TAX		A*	39.00	
OCT 21 75	S'TAX		A*	12.30	
OCT 21 75	PR'FEE		A*	.50	
OCT 21 75	W'DEED		A*	8.00	
OCT 21 75	MISC		A*	.40	* 60.20

INSTALLMENT DEED

FROM REX H. JENKINS, TRUSTEE

TO JOHN E. BROOKS, ET UX

D 20719

IDENTIF. REFERENCE

OCT 21 9 43 AM '75

FELIX L. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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

PEDIGO & SATTE...