BOOK 4966 PAGE 731

MAIL TO: JIM STEVENS RLTY. AUCTION
3937 GALLATIN RD. NASHVILLE, TENN.

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This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM

Baxter B. Haley

TO

Joe F. Brown & Wife Lula E. Brown

For draftsman's use

This Instrument Prepared By:

Henry K. Buckner, Jr., Atty.
3937 Gallatin Road
Nashville, Tenn. 37216

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
JOE F. BROWN et ux (NAME)	(NAME)	138
3925 OXBOW DR. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	16
NASHVILLE TENN 37207 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	4D22765

(FOR REGISTER'S USE)

D22348

IDENTIF. REFERENCE

OCT 31 10 24 AM '75

FEE REGISTER DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 4,200.00 Jeneau Sollin
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 15th DAY OF Sept 19 75

Elsie Earle Conway
Notary Public

MY COMMISSION EXPIRES: [illegible] 1977

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of $4,200.00
Forty-two hundred----------and no/100 DOLLARS
of which $ 840.00 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 an Installment Deed note in the principal sum of $3360.00 (three thousand three hundred sixty and no/100 dollars) due and payable to Baxter B. Haley in twelve (12) quarterly payments of $280.00 (two hundred eighty and no/100 dollars) each plus interest at the rate of 8½% (eight and one-half percent) per annum on the unpaid principal balance, the first installment being due on the 15 day of DECEMBER, 1975 and thereafter, said quarterly payments shall continue as aforesaid until the entire amount, both principal and interest has been paid in full. Amounts paid will be credited first to interest accrued; the balance will be credited to the amount of unpaid principal.

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,

BAXTER B. HALEY, a single man

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto JOE F. BROWN AND WIFE LULA E. BROWN

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: Land in the 4th. Civil District of Davidson Co., Tennessee as follows: Beginning at a point in the Westerly margin of South Mt. Juliet Road being H.L.Ridley's southeast corner as shown in Book 3283, Page 160, Register's Office for Davidson Co., Tennessee, being 3 acres, more or less according to a survey by G. Barry Greer, Surveyor, and described as follows: Thence with Ridley's southerly line North 84 degrees 05 minutes West 601.4 feet to a point crossing under a power line; thence south 6 degrees 48 minutes West 220 feet to a point; thence South 84 degrees 05 minutes East 599.8 feet to a point in the Westerly margin of South Mt. Juliet Road; thence with the margin of same North 05 degrees 57 minutes East 40 feet thence with a curve in a northerly direction 180 feet tothepoint of beginning.

Being part of the same property conveyed to Baxter B. Haley by deed from Herman R. McDonald of record in Book 4684, Page 454, said Register's Office, and by deed from Millard D. Arterburn and wife Fannie B. Arterburn, of record in Book 4387, Page 260, Register's Office for Davidson County, Tennessee

This is unimproved (X) improved ( ) property, known as ---------- (House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

BOOK 4886 PAGE 732 MAIL TO: JIM STEVENS REALTY, AUCTION 3937 GALLATIN RD. NASHVILLE, TENN.

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 seised 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 grantees herein do hereby transfer and convey unto _____ 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 $ _____ 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 15th day of Sept 19 75.

Joe F. Brown — Baxter B. Haley

Lula E. Brown

OCT 31 '75 COUNTY $11,200.00
OCT 31 '75 CITY $7,360.00
OCT 31 '75 ST TAX A* 10.92
OCT 31 '75 ST TAX A* 1.40
OCT 31 '75 RTF FEE A* .50
OCT 31 '75 RECD A* 4.00 $5.82

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 JOE F. BROWN and wife LULA E. BROWN the bargainors, 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 15th day of Sept, 19 75

Edna Earle Carney, Notary Public.

My Commission Expires ____ 5, 1977

STATE OF TENNESSEE }
COUNTY OF ~~DAVIDSON~~ WILSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named BAXTER B. HALEY

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 Wilson County Tennessee, this 15th day of Sept, 19 75

, Notary Public.

Commission expires My Commission Expires Sept 12, 1978

JIM STEVENS "SALES THAT SATISFY" REALTY & AUCTION ASSOCIATES
228-2541 JIM STEVENS, Auctioneer 3937 Gallatin Rd.
Licensed in Tenn & Ky · Realtors & Auctioneers Assn · Nashville Tenn