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Installment Deed

THIS INSTRUMENT PREPARED BY
TYREE B. HARRIS, ATTORNEY
NASHVILLE, TENNESSEE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mr. and Mrs. G. M. Owens (NAME:)	Mrs. Ernestine Owens (NAME:)	81-2
2500 Clarksville Highway (STREET ADDRESS OR ROUTE NUMBER)	4357 Enchanted Circle (STREET ADDRESS)	187
Nashville, TN 37208 (CITY) (P. O. ZONE) (STATE)	Nashville, Tenn. 37218 (CITY) (ZONE) (STATE)	Pt

FOR AND IN CONSIDERATION of the sum of SIXTY-SIX THOUSAND AND NO/100 ($66,000.00) *Dollars,*

of which SIXTEEN THOUSAND FIVE HUNDRED AND NO/100 ($16,500.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder FORTY-NINE THOUSAND FIVE HUNDRED AND NO/100 ($49,500.00) *Dollars,*

ERNESTINE OWENS and GRANVILLE MELVIN OWENS, *haVE executed*

their promissory note of even date herewith, said note bearing interest at the rate of eight and one-half (8-1/2%) per cent per annum, payable $549.48, including interest, on the first day of January, 1976, and a like amount on the first day of each succeeding month until and including the first day of December, 1987, with the right in the makers thereof to prepay any portion of the said note and further providing that in the event of the failure to pay installments as the same may become due, the holder thereof has the right to declare the entire remaining unpaid balance of said note immediately due, owing, and unpaid,

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, I, OPAL BELILES, a widow,

have this day bargained and sold, and do hereby transfer and convey unto the said ERNESTINE OWENS, Granville Melvin Owens, their *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land located On the Clarksville Highway between 25th and 26th Avenues North, Davidson County, Tennessee, being Tract No. 3 of the Opal Beliles property, described as follows:

Tract No. 3: Beginning at the end of a radius return in the northern edge of Clarksville Highway, said return being from 25th Avenue North to Clarksville Highway; thence with said right-of-way north 63° 04' 25" west 277.25 feet to an iron pin; thence with a line common to Tracts 1 and 2, north 9° 17' 55" east 125.06 feet to an iron pin common to Tracts 1, 2, and 3; thence with a line common to Tracts 2 and 3, south 85° 04' 25" east 86.85 feet to an iron pin; thence continuing south 80° 39' 46" east 182.37 feet to an iron pin in the western right-of-way of 25th Avenue North; thence continuing with said right-of-way south 0° 54' 49" west 190.16 feet to the northern end of a radius return from Clarksville Highway to 25th Avenue North; thence with said curve to the right having a radius of 25 feet for a distance of 50.62 feet to the point of beginning, and containing 1.146 acres, more or less.

Being part of the same property conveyed to Opal Beliles, by deeds from J. W. Freeze, et al, of record in Book 2240, page 43; and from James E. Covington, Clerk and Master, of record in Book 1553, page 63; Register's Office for Davidson County, Tennessee.

PHA Z. 4. A.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $66,000.00

Subscribed and sworn to before me, this the 13th day of November, 19 71

My commission expires: 12-21-1976

(Affix Seal)

Affiant

Notary Public

unimproved ( )
This is improved (X) property, known as 2500 Clarksville Highway, Nashville, TN 37208
(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 ERNESTINE OWENS AND GRANVILLE MELVIN OWENS, *(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.*

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* ERNESTINE OWENS AND GRANVILLE MELVIN OWENS, *(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 ERNESTINE OWENS AND GRANVILLE MELVIN OWENS, *hereinafter referred to as trustors, hereby transfer and convey unto* Tyree B. Harris, IV, *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 $ 49,500.00, *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 13th *day of* November, *19*75.

Samuel R. Owens as husband of Ernestine Owens signed this Deed of Trust solely to waive marital rights.

Opal Belilles
Opal Belilles

Ernestine Owens
Ernestine Owens

Granville Melvin Owens
Granville Melvin Owens

Samuel R. Owens
Samuel R. Owens

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Opal THOMAS B. ROWAN, JR., *a Notary Public in and for said County and State,* OPAL BELILES Opal Belilles

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 Nashville *Tennessee, this* 13th *day of* Nov. *19*75.

Thomas B. Rowan Jr.
Notary Public

Commission expires [illegible]

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STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Alpha Z. A. Hall *a Notary Public in and for said County and State,* ERNESTINE OWENS, GRANVILLE MELVIN OWENS, SAMUEL R. OWENS *the within named bargainor....., 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 .....,
this 13th *day of* NOVEMBER, *19* 75

Alpha Z. A. Hall *Notary Public*

Commission expires February 11, 1976

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 .....

NOV 19 75	CONV	66,000.00			
NOV 19 75	MORT'G	49,500.00			
NOV 19 75	S'TAX		B*	171.60	
NOV 19 75	S'TAX		B*	47.50	
NOV 19 75	PR'FEE		B*	.50	
NOV 19 75	W'DEED		B*	8.00	* 227.60

INSTALLMENT DEED

FROM

TO

D 25098

IDENTIF. REFERENCE

Nov 19 11 23 AM '75

REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

GUARANTY TITLE
Office of
CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE