Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Don Garry Rose et ux	First Federal Savings & Loan	Map 147-11
(NAME)	(NAME)	
572 Whispering Hills Dr.	4th & Union	Par 84
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, TN 37211	Nashville, TN 37219	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Twenty-Seven Thousand Five Hundred and No/100 ($27,500.00) Dollars, of which Five Thousand Two Hundred Ninety-Nine and 14/100 ($5,299.14) Dollars has been paid in cash ~~Dollars~~, receipt of which is hereby acknowledged, and a first mortgage assumed, ~~of which~~ having a balance of Seventeen Thousand Nine Hundred Eighty-Five and 86/100 ($17,985.86), which indebtedness is secured by an instrument of record in Book 4562, page 345, Register's ~~Dollars, has been paid in cash,~~ office for Davidson County, Tennessee, ~~and for the remainder~~ *and for the remainder* Four Thousand Two Hundred Fifteen and No/100 ($4,215.00)---------- *Dollars,*

Don Garry Rose and wife, Faye Williams Rose, ~~ha~~ ve *executed* an installment deed note in the principal amount of $4,215.00 payable to the order of Steven Darrell Sharp and wife, Sherry Ann Sharp, in monthly installments of $75.00 each, with the first installment due and payable January 1, 1976, and on the same date of each succeeding month thereafter a payment is due, until the entire amount has been paid in full. Monthly payments include interest at the rate of 6% per annum.

It is agreed and understood that the escrow account in connection with the aforesaid indebtedness is hereby transferred to said purchasers. Insurance on said property is transferred to said purchasers.

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,

we, Steven Darrell Sharp and wife, Sherry Ann Sharp,

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

Don Garry Rose and wife, Faye Williams Rose, their

~~heirs~~, *heirs and assigns,*

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

Land in Davidson County, Tennessee, being Lot No. 408 on the Plan of Whispering Hills, Section II-C, as of record in Book 2663, pages 66 and 67, Register's Office for said County.

Said Lot #408 fronts 83.3 feet on the north side of Whispering Hills Drive and runs back 171 feet on the westerly line and 168.9 feet on the easterly line to a dead line in the rear on which it measures 75 feet.

Being the same property conveyed to Steven Darrell Sharp and wife, Sherry Ann Sharp, by deed from Calvin N. Harrub and wife, Catherine T. Harrub, of record in Book 4562, page 343, Register's Office for Davidson County, Tennessee.

This Instrument Was Prepared By

Dewey W. Pedigo

Of The Law Firm Pedigo & Saindon

Stahlman Building: Nashville, Tennessee

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $ 27,500.00

Subscribed and sworn to before me, this the 23 day of November 19 75

Don Garry Rose
Affiant

My commission expires: 4-26-76
(Affix Seal)

Notary Public

This property is encumbered by 1st mortgage as evidenced by instrument of record in Book 4562, page 345, Register's Office for Davidson County, Tennessee. It is agreed if any default shall occur in said indebtedness the holder of the debt herein secured may either declare said debt due and payable or he may advance such payments as may be in default on said mortgage and charge or treat the same so advanced as a part of the debt herein secured.

It is agreed by all parties hereto that the indebtedness described in this instrument shall not be assumed by other parties without written approval of the holder of this note, and in the event the above described property is sold or conveyed, then at the option of the holder of said indebtedness, the entire indebtedness shall become due and payable.

DEC-15 75	CONV	27,500.00				
DEC-15 75	MORT'G	*4,215.00				
DEC-15 75	S'TAX		B*	71.50		
DEC-15 75	S'TAX		B*	2.20		
DEC-15 75	PR'FEE		B*	.50		
DEC-15 75	W'DEED		B*	6.00	*	80.20

This is improved (X) unimproved ( ) property, known as 572 Whispering Hills Drive, Nashville, TN 37211
(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 Don Garry Rose and wife, Faye Williams Rose, their ~~successors~~ (successors), *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.,* except as noted above.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Don Garry Rose and wife, Faye Williams Rose, 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 Don Garry Rose and wife, Faye Williams Rose, *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.

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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 28th *day of* November, *19* 75.

Steven Darrell Sharp

Sherry Ann Sharp

Don Garry Rose

Faye Williams Rose

D 26348

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REFERENCE

DEC 1 9 22 AM '75

REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Paula J. Holland, *a Notary Public in and for said County and State,* Steven Darrell Sharp and wife, Sherry Ann Sharp, and Don Garry Rose and wife, Faye Williams Rose, *the within named bargainor*S, *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* 28 *day of* November, *19* 75

Paula J. Holland
Notary Public

PAULA J. HOLLAND
NOTARY PUBLIC

Commission expires 4-26-76