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92-16
302 pd

INSTALLMENT DEED

For and in Consideration of the sum of FORTY FIVE THOUSAND AND NO/100 ----------

----------($45,000.00)---------- Dollars,

of which Five Thousand and No/100 ----------($5,000.00)---------- Dollars,

has been paid in cash by Richard E. Holiner d/b'a EMIL and Associate

the receipt of which is hereby acknowledged, and for the remainder FORTY THOUSAND AND NO/100--

----------($40,000.00)---------- Dollars,

the said Richard E. Holiner d/b/a EMIL and Associate ha S executed his one note of even date herewith in the original principal amount of $40,000.00, payable to the order of Marie Netterville Burkhalter, Lottie Netterville Fowler, William Magruder Netterville, John Thomas Netterville and Juanita Netterville Hammontree, in 12 annual installments of $5,036.08 each, the first of which is due and payable on the 2nd day of January, 19 77, and thereafter a like amount on the 2nd day of each succeeding year, the last installment being due and payable on the 2nd day of January, 19 88. The installments include interest at the rate of Seven (7%) per cent per annum, said payments to be applied first to interest and the balance to principal until the entire amount, both principal and interest, shall have been paid in full, all in accordance with the terms and conditions as set out in said note.

all of said notes bearing 7 per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, We, Marie Netterville Burkhalter, Lottie Netterville Fowler, William Magruder Netterville, John Thomas Netterville & Juanita Netterville Hammontree have this day bargained and sold, and do hereby transfer and convey unto the said Richard E. Holiner d/b/a EMIL and Associate his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 177 on the Map of O. B. Hayes' Second Addition to Nashville, as of record in Plan Book No. 1, page 81, of the Chancery Court at Nashville, described according to a survey made by W. B. Southgate, Surveyor, July 1930, as follows:

Beginning at an iron pin set in the east margin of 19th Avenue, South, formerly Laura Street, the common corner of Lots Nos. 177 and 178; thence south with the east margin of said 19th Avenue, South, 50 feet to an iron pin, the common corner of Lots Nos. 176 and 177; thence east with the dividing line between Lots Nos. 176 and 177, 150 feet to an iron pin set in the west margin of an alley; thence northerly with the westerly margin of said alley 50 feet to an iron pin, the southeast corner of Lot No. 178; thence westerly with the dividing line between Lots Nos. 177 and 178, 150 feet to the point of beginning.

Being the same property conveyed to William Magruder Netterville and wife, Lottie Keele Netterville, by deed from William Gordon Moore and wife, Hester Belle Moore, of record in Book 1383, page 197, and by deed from George N. Burkhalter and wife, Tula Marie Burkhalter, of record in Book 1557, page 107, each in the Register's Office for Davidson County, Tennessee. The said William Magruder Netterville and wife, Lottie Keele Netterville, both having since died. The said William Magruder Netterville having predeceased the said Lottie Keele Netterville. By Will of record in Will Book 87, page 468, Probate Court Clerk's Office for Davidson County, Tennessee, the said Mrs. W. M. (Lottie Keele) Netterville, devised said property to Marie Netterville Burkhalter, Lottie Netterville Fowler, William Magruder Netterville, Juanita Netterville Hammontree and John Thomas Netterville.

This is unimproved ( ) improved (X) property, know as 812 19th Avenue, South (House Number) (Street) Nashville, Tennessee P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Richard E. Holiner d/b/a EMIL and Associate his 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 said real estate to said Richard E. Holiner d/b/a EMIL and Associate his 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 me in hand paid, I, the said Richard E. Holiner d/b/a EMIL and Associate

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.

I, the said Richard E. Holiner d/b/a EMIL and Associate 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 value 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 interst may appear.

I 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 I 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 I, the said Richard E. Holiner d/b/a EMIL and Associate 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 I 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; I 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 trust conveyance. I 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. I 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 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 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 Richard E. Holiner d/b/a EMIL and Associate his 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 _____, Trustee, shall be vested in said successor.

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 Marie Netterville Burkhalter, Lottie Netterville Fowler, William Magruder Netterville, John Thomas Netterville & Juanita Netterville Hammontree and Richard E. Holiner d/b/a EMIL and Associate hereunto set our hands at Nashville, Tennessee, this the 16th day of December 1975.

x William Ernest Holiner
Richard E. Holiner
d/b/a EMIL and Associate

Marie Netterville Burkhalter
Marie Netterville Burkhalter

Lottie Netterville Fowler
Lottie Netterville Fowler

William Magruder Netterville
William Magruder Netterville

John Thomas Netterville
John Thomas Netterville

Juanita Netterville Hammontree
Juanita Netterville Hammontree

Jenny Hagen Notary Public
My Commission expires 1-27-78

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Marie Netterville Burkhalter, John Thomas Netterville, Juanita Netterville Hammontree, AND Richard E. Holiner d/b/a EMIL and Associate

the 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 16th day of December, 1975

Commission Expires 4-23-77

Irene P. Kessler, Notary Public

STATE OF ALABAMA
Jefferson **County.**

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Lottie Netterville Fowler

the 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 Birmingham, Alabama this 7th day of December, 1975

Commission Expires 10/9/79

Ralph M. Doss, Notary Public

STATE OF FLORIDA
County of Volusia

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Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named William Magruder Netterville

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 Daytona Beach, Florida, this 22 day of December, 1975

Edna L Travis, Notary Public

My Commission Expires NOTARY PUBLIC STATE OF FLORIDA AT LARGE MY COMMISSION EXPIRES JULY 8, 1978 BONDED THRU GENERAL INSURANCE UNDERWRITERS

JAN 15	CONV	45,000.00		
JAN 15	MORT'G	40,000.00		
JAN 15	S TAX		B*	117.00
JAN 15	S TAX		B*	38.00
JAN 15	PR FEE		B*	.50
JAN 15	W'DEED		B*	8.00 * 163.50

INSTALLMENT DEED

FROM Marie Netterville Burkhalter etal

TO Richard E. Holiner e/b/a EMIL and Associate

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

D 32242

IDENTIF. REFERENCE

JAN 15 10 40 AM '76

FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TENN.

Dail
Em

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Richard E. Holiner (NAME)	Richard E. Holiner (NAME)	
812 19th Ave. So. (STREET ADDRESS OR ROUTE NUMBER)	812 19th Ave. So. (STREET ADDRESS)	
Nashville, Tennessee (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee (CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

This instrument was prepared by
Jno. B. Cobb, Jr., Attorney at Law
Stahlman Building, Nashville, Tenn.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

$ 45,000.00 Curtis Rieter, Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 14th DAY OF January 1976.

Virginia K. Murphree, Notary Public

MY COMMISSION EXPIRES: 9/26/78