This instrument prepared by John W. Nelley, Jr., Attorney, 25th Floor, First American Center, Nashville, Tennessee 37238

mail to

# Installment Deed

BOOK 4993 PAGE 381

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP PARCEL NUMBERS |
|---|---|---|
| Rose Mary W. Gregory | SAME BOOK 4995 PAGE 727 | 92-16 |
| (NAME:) 116 17th Avenue South | (NAME:) | 230 |
| (STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee | (STREET ADDRESS) | |
| (CITY) (P. O. ZONE) (STATE) | (CITY) (ZONE) (STATE) | |

*FOR AND IN CONSIDERATION of the* purchase price of $40,000 which is allocated as $30,000 for the building and $10,000 for the land *Dollars,*

*of which* One Dollar and No/100 ($1.00)---------- *Dollars, has been paid in cash,*

*the receipt of which is hereby acknowledged, and for the remainder* Forty Thousand and No/100------- $40,000.00)---------- *Dollars,*

Rose Mary W. Gregory

*has executed*

an Installment Deed Note in the amount of $40,000.00 payable in monthly installments as follows: On the 1st day of January, 1976, the sum of $310.00, and thereafter a like amount on the same day of each succeeding month for 295 consecutive months and thereafter on the 1st day of September, 2000, the remaining balance of $40.53. Each of said monthly installment payments include interest on the unpaid principal balance remaining from time to time at the rate of 8% per annum.

*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,*

Mildred H. Lackey

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

Rose Mary W. Gregory

her *(successors), heirs and assigns,*

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

Land in Davidson County, Tennessee, being part of Lot No. 223 of McNairy's Plan of West Nashville Lots of record in Minute Book C, page 136 and 137, Chancery Court, at Nashville and described as follows:

BEGINNING at the northeast corner of 17th Avenue South and a 10-foot alley, being 137-1/2 feet, more or less, southerly from the southerly margin of McGavock Street; thence with the easterly margin of 17th Avenue South, northerly 50 feet to a point; thence easterly 95 feet, more or less, to the property now owned by Mildred H. Lackey and Rebecca B. Riddle; thence with the westerly margin of the property owned by the said Lackey and Riddle southwardly 50 feet, more or less, to the northerly margin of an alley; thence with the margin of said alley westwardly 93.6 feet to the point of beginning.

Being the same property conveyed to Mildred H. Lackey by deed of James T. Riddle and wife, Rebecca Boyer Riddle of record in Book 2650, page 217, Register's Office for Davidson County, Tennessee.

Vaden [illegible] Lackey, husband of Mildred H. Lackey, joins in the execution of this deed for the purpose of releasing and quitclaiming any and all rights which he may have in the property

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 40,000.00

Affiant

Subscribed and sworn to before me, this the 29 day of January 1976

Notary Public

My commission expires: 3-1-78

(Affix Seal)

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The purchase price of $40,000 is allocated as follows: $30,000 for building and improvements on the above described property; $10,000 for the above described land.

This Deed is being re-recorded to correct the address of the new owner to 116 17th Avenue South, Nashville, Tennessee and to correct the designation of the property as set forth on page 2 of the Deed to the "This is the improved property, known as 116 17th Avenue South, Nashville, Tennessee." In error, these two were originally set forth as 116 17th Avenue North, Nashville, Tennessee. In all other respects, this Deed is correct, ratified and reaffirmed.

This is improved (X) unimproved ( ) property, known as 116 17th Avenue South, Nashville, Tennessee
(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* Rose Mary W. Gregory, her ..... *(successors), heirs and assigns forever.* I do *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 do *further covenant and bind* myself, my ..... *heirs and representatives, to warrant and forever defend the title to said real estate to said* Rose Mary W. Gregory, her ..... *(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* Rose Mary W. Gregory ..... *hereinafter referred to as trustors, hereby transfer and convey unto* Harrington A. Lackey, *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 $* 30,000.00 *, 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.*

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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* 1st *day of* January, *19*76.

Rose Mary W. Gregory
ROSE MARY W. GREGORY

Mildred H Lackey
MILDRED H. LACKEY

Vaden Lackey
Vaden Lackey

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

*Personally appeared before me,* the undersigned, *a Notary Public in and for said County and State,* Rose Mary W. Gregory

*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* 21st *day of* Jan, *19*76.

John W. Nelley
*Notary Public*

JOHN W. NELLEY NOTARY PUBLIC DAVIDSON COUNTY, TENN.

*Commission expires* Aug 8, 1977

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STATE OF Tennessee }
COUNTY OF Davidson }

*Personally appeared before me,* the undersigned, *a Notary Public in and for said County and State,* Mildred H. Lackey and Vaden Lackey

*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* 26th *day of* January, *19*76.

Donna Morton *Notary Public*

*Commission expires* Oct 26, 1977

DAVIDSON COUNTY, TENN. NOTARY PUBLIC

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

FEB 10 MISC B* 8.00 * 8.00

*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* .....

Re Recorded

D 35534

IDENTIF. REFERENCE

FEB 10 1 58 PM '76

FELIX ... REGISTER
DAVIDSON COUNTY, TENN.

| | | | | |
|---|---|---|---|---|
| FEB-2% | CONV | 40,000.00 | | |
| FEB-2% | MORT'G | 40,000.00 | | |
| FEB-2% | S'TAX | | B* 104.00 | |
| FEB-2% | S'TAX | | B* 38.00 | |
| FEB-2% | PR'FEE | | B* .50 | |
| FEB-2% | W'DEED | | B* 8.00 | * 150.50 |

# INSTALLMENT DEED

FROM

Mildred H. Lackey and

Vaden Lackey

TO

Rose Mary W. Gregory

D 34439

IDENTIF. REFERENCE

FEB 2 11 05 AM '76

FELIX ... REGISTER
DAVIDSON COUNTY, TENN.

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