Prepared by: Kay Wallace
Nash Irvine Beaty
Nash-Irvine

Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
J. William Denny, et ux	J. William Denny, et ux	
~~900 3608~~ Caldwell ~~Court~~ Lane (NAME)	~~3608 Caldwell Court~~ 900 Caldwell Lane (NAME)	118-14
Nashville, Tn. 37204 (STREET ADDRESS OR ROUTE NUMBER)	Nashville, Tn. 37204 (STREET ADDRESS)	35
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Forty-Two Thousand Five Hundred and No/100 ($42,500.00)---------- *Dollars,*

of which Ten Thousand and No/100 ($10,000.00)---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Thirty-Two Thousand Five Hundred and No/100 ($32,500.00)---------- *Dollars,*

J. William Denny and wife, June Ralls Denny

have executed

their Installment Note of this date for Thirty-Two Thousand Five Hundred Dollars ($32,500.00), payable in two hundred thirty-nine (239) successive monthly installments of Two Hundred Ninety-Two Dollars and Forty-One Cents ($292.41) each and one final installment of Two Hundred Ninety-Three Dollars and Twenty-One Cents ($293.21), including interest at nine (9%) per cent per annum from date

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, Elinor W. Stroh, a widow,

has / ~~does~~ *this day bargained and sold, and* ~~do~~ *hereby transfer and convey unto the said* J. William Denny and wife, June Ralls Denny, their

(successors), heirs and assigns,

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

Land in Davidson County, Tennessee, being Lot No. 4 on the Plan of Caldwell Court, of record in Book 2854, Page 74, Register's Office for said County.

Said Lot fronts 85 feet on the east side of Caldwell Court and runs back 213.3 feet on the north line and 212.87 feet on the south line to a dead line in the rear on which it measures 85 feet thereon.

Being the same property conveyed to Elinor W. Stroh by deed from William P. Hairston and wife, Phyllis Gates Hairston, of record in Book 4091, Page 5, Register's Office for Davidson County, Tennessee.

MAR 15 76	CONV	42,500.00		
MAR 15 76	MORT'G	32,500.00		
MAR 15 76	S'TAX		B* 110.50	
MAR 15 76	S'TAX		B* 30.50	
MAR 15 76	PR'FEE		B* .50	
MAR 15 76	W'DEED		B* 6.00	* 147.50

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 42,500.00

Subscribed and sworn to before me, this the 15th day of March 19 76

Affiant

My commission expires: 5/7/77 (Affix Seal)

Notary Public

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unimproved ( )
This is improved (XX) property, known as 3608 Caldwell Court, Nashville, Tennessee 37204
(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 J. William Denny and wife, June Ralls Denny, their XXXXXXXXX successors X

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.,* except as follows:

1. Metro Nashville Tennessee taxes for 1976 which have been prorated and assumed by Grantees.
2. Restrictive Covenants of record in Book 2996, Page 243 of the Register's Office of Davidson County, Tennessee, which are made a part hereof by reference.
3. A 30-foot minimum building setback line from Caldwell Court, a 10-foot easement for public utility purposes along the easterly rear line of said lot and a 2.5 X 20 foot utility anchor easement located on the north-west corner of said lot as shown by owner's certificate of record in Book 2854, Page 74, Register's Office for Metro Nashville, Davidson County, Tennessee.

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* J. William Denny and wife, June Ralls Denny, their

XXXXXXXX *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 J. William Denny and wife, June Ralls Denny,

hereinafter referred to as trustors, hereby transfer and convey unto John M. Grissim, *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 $ 32,500.00, *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.

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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 15th *day of* March, *19* 76

D40175

IDENTIF. REFERENCE

MAR 15 2 41 PM '76

REGISTER
DAVIDSON COUNTY, TENN.

Elinor W. Stroh

June Ralls Denny

J. William Denny

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Judy M Butler, *a Notary Public in and for said County and State,* Elinor W. Stroh, a widow, J. William Denny and wife, June Ralls Denny

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.*

Said Elinor W. Stroh also made oath that she is a widow.

Witness my hand and official seal at Nashville, Tennessee,
this 15th *day of* March, *19*76.

Judy M Butler
Notary Public

NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
JUDY M. BUTLER

Commission expires 5/7/77