Installment Deed

MAIL T : JIM STEVENS RLTY. AU
937 GALLATIN RD. NASHVILLE,

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO: BOOK 5040 PAGE 906	MAP PARCEL NUMBERS
LOUISE AKINS (NAME)	SAME (NAME)	81-11-191
164 [illegible] (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	81-11-192
Nashville, Tenn. 37218 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	2W-32135 2W-32130.

FOR AND IN CONSIDERATION of the sum of Thirty Thousand and no/100 - - - ($30,000.00) - *Dollars,*

of which Six Thousand and no/100 ($6,000.00) - *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Twenty-Four Thousand and no/100 ($24,000.00) - *Dollars,*

Louise Akins - *has executed*

executed her installment deed note of even date herewith payable to the order of John M. Cartwright, in the principal sum of $24,000.00, payable in quarterly installments over a period of five years, bearing interest at the rate of 8½% per annum; said twenty (20) quarterly payments are payable as follows: Beginning on the 26th day of July, 1976, in amount of $1,477.20, and thereafter quarterly on the 26th day of each succeeding third month, to wit: October, January and April for a total of twenty (20) quarters, to be applied first to interest on the unpaid balance and secondly to principal,

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, John M. Cartwright, a widower, -

have this day bargained and sold, and do hereby transfer and convey unto the said Louise Akins, a widow - (her), *heirs and assigns,*

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

TRACT NO. I: Being twenty-five (25) feet of Lot No. 403 on the Plan of McGavock Addition to the town of McGavock, of record in Book 21, page 41, Register's Office for said County.
Beginning at a point on Salem Street the northwest corner of said Lot No. 403 and running thence eastwardly with the dividing line between lots Nos. 403 to an alley, thence southwardly with the west margin of said alley, twenty-five (25) feet to a point; thence westwardly and parallel with the dividing line between Lots 402 and 403 to a point on the east margin of Salem Stre t; thence northwardly with the east margin of Salem Stteet (now 18th Avenue North) twenty-six (26) feet to the beginning.

TRACT NO. II. Being part of Lot No. 403 on the plan of McGavock Addition to the town of McGavock, of record in Book 21, page 41, Register's Office for said County.
Beginning on the eastern margin of Salem Street at a ppint 26 feet southwardly from the Northwest corner of said Lot 403 and running southwardly with said street, 26 feet to the northwest corner of Lloyd's; thence eastwardly parallel with the northern line of Lot No. 403 to an alley in the rear; thence northwardly with said alley, 25 feet to a point southeast of Fudge's Lot; thence westwardly

STATE OF TENNESSEE
COUNTY OF DAVIDSON. The actual consideration or value, whichever is greater, for this transfer is $ 30,000.00

Subscribed and sworn to before me, this the 26 day of April 1976.

Affiant

My commission expires: 1-27-79 (Affix Seal)

Notary Public

parallel with the north line of Lot 403 in a straight line to the beginning.

Said property was devised to John M. Cartwright by will of Mildred Baldwin Cartwright, deceased, of record in Will Book 36, page 428, County Court of Williamson County, Tennessee, a certified copy of which is of record in Book 4535, page 205, Register's Office for said County.

Being improved property known as 1626 and 1628 18th Avenue North, Nashville, Tennessee.

Margaret Louise Akins and Louise Akins, being one and the same person.

This deed drafted by:
Harry G. Nichol, Atty.
711 J.C.Bradford Bldg.,
Nashville, Tenn., 37219.

This is ~~unimproved~~ ( ) improved ( ) property, known as 1626 and 1628 18th Avenue North, Nashville, Tenn.
(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 Louise Akins, her ~~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.,* except taxes for the year 1976 which have been pro rated and assumed by the grantee.

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Louise Akins, 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 Louise Akins *hereinafter referred to as trustors hereby transfer and convey unto* Harry G. Nichol, *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 $ 25,000.00 *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 26 *day of* April, *19* 76

William C. Hunter

Mrs. Grace Aikin

Mr. Homer Aikin

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Rose Marie Clark, *a Notary Public in and for said County and State,* John M. Cartwright, a widower,

the within named 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 Nashville, Davidson County, *Tennessee, this* 26 *day of* April, *19* 76.

Rose Marie Clark *Notary Public*

NOTARY PUBLIC

Commission expires 1-27-79

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STATE OF Tennessee }
COUNTY OF Davidson }

Personally appeared before me, Edna Earl Caynes, *a Notary Public in and for said County and State,* Louise Akins,

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* 27th *day of* April, *19* 76.

My Commission Expires Dec. 5, 1977 — Edna Earl Caynes *Notary Public*

Commission expires

NOTARY PUBLIC DAVIDSON COUNTY

STATE OF TENNESSEE
COUNTY OF DAVIDSON

JUL-1 76 CONV 30,000.00
JUL-1 76 MORT'G 24,000.00
JUL-1 76 S'TAX B* 78.00
JUL-1 76 S'TAX B* 22.00
JUL-1 76 FEE B* .50
JUL-1 76 W'DEED B* 8.00 * 108.50

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 .....

MAIL TO: JIM STEVENS REALTY, AUCTION
3937 GALLATIN RD. NASHVILLE, TENN.

INSTALLMENT DEED

FROM
JOHN M. CARTWRIGHT

TO
LOUISE AKINS

D 56339

IDENTIFICATION REFERENCE

JUL 1 9 11 AM '76

FEE REGISTER
DAVIDSON CO. TENN.

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