Installment Deed

BOOK 5043 PAGE 408

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
William A. Kelly, et ux	William A. Kelly	Map 92-4
(NAME:)	(NAME:)	359
2308 St. Louis Street	(SAME)	Parcels 357, 358,
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	3W-01670,
Nashville, Tennessee 37208		3W-06905, 3W-06900
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Twenty - Five Thousand and no / 100 - - ($25,000.00) - *Dollars,* *of which* nothing - - - - - - - - - - - - - - - - - - -

TRACT THREE: Being part of Lots No. 144 and 145 on the plan of Samuel Watkins Estate Property, as of record in Book 57, page 13, Register's Office for said County, described partly by a survey made by George W. Watkins, Surveyor, May 5, 1954, as follows: BEGINNING at an iron pin in the southwesterly corner of the property conveyed to Forrest M. May be deed from Harry Wittwede, Substitute Trustee, as of record in Book 2702, page 602, said Register's Office, also being 53.4 feet south of the southerly margin of a 20-foot alley; thence with the southerly boundary line of said May's tract easterly 37.7 feet to the west face of a brick wall; thence with the same southerly 22.9 feet, more or less, to a point in the northern boundary line of the property conveyed to George Kesterson by deed from Mary Lou Harding, of record in Book 1535, page 403, said Register's Office; thence with said Kesterson's line westerly 7.4 feet, more or less, and continuing with the same southerly 3 feet to the northeasterly corner of the property conveyed to Irene S. P. Francis, et al, by deed from Sam Garfinkle, of record in Book 1736, page 340, said Register's Office; thence with said Francis' line westerly 25.5 feet, more or less; thence northerly 22.9 feet more or less, to the beginning. - -

TRACT FOUR: Being part of Lots No. 144 and 145 on the plan of Samuel Watkins Estate Property, as of record in Book 57, page 13, Register's Office for said County, described according to a survey made by George W. Watkins, Surveyor, May 5, 1954, as follows: BEGINNING at the southwesterly corner of Twelfth Avenue North and the first alley north of Jo Johnston Avenue, formerly Line Street; thence with the southwardly margin of said alley westwardly 78 feet to an iron pin; thence southwardly 53.4 feet to an iron pin; thence eastwardly 37.7 feet to the west face of a brick wall; thence with the westerly face of said wall northwardly 5 feet to the north face of said wall; thence with the northerly face of said wall, eastwardly 40.3 feet to a nail in the westerly margin of Twelfth Avenue North; thence with said Avenue northwardly 48.4 feet to the beginning. - - - - - -

BEING the same property conveyed to Douglas A. Cox by Forrest M. May, by deed of record in Book 4205, page 33, Register's Office for said County. - - - - - - - - - - -

- -

~~XXXXXXX~~ ( )
This is improved (X) property, known as 605-607 Twelfth Avenue North, Nashville
(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 William A. Kelly and wife, Alberta Kelly, their - - - - - - - - - - - - - - - - - - -

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.

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 7th *day of* July, *19*76.

Douglas A. Cox

Douglas A. Cox

William A Kelly

William A. Kelly

Alberta Kelly

Alberta Kelly

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Douglas A. Cox, William A. Kelly and wife, Alberta Kelly, *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 Madison, Tennessee, *this* 7th *day of* July, *19*76.

Tom Shields *Notary Public*

Commission expires PUBLIC 8-8-78 DAVIDSON COUNTY, TENN.

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STATE OF.....

COUNTY OF.....

Personally appeared before me, ...*, a Notary Public in and for said County and State,* .....

.....

the within named bargainor....., *with whom I am personally acquainted, and who acknowledged that*..... *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at.....,
this.....*day of*....., *19*.....

.....*Notary Public*

Commission expires.....

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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.....

JUL-9 76	CONV	25,000.00			
JUL-9 76	MORT'G	25,000.00			
JUL-9 76	S'TAX		B*	65.00	
JUL-9 76	S'TAX		B*	23.00	
JUL-9 76	PR'FEE		B*	.50	
JUL-9 76	W'DEED		B*	8.00	* 96.50

This instrument prepared by:
WILLIAMS SHIELDS & WILDMAN
Attorneys - at - Law
Suite 100, Cumberland Office Bldg.
101 Cumberland Avenue
Madison, Tennessee 37115

INSTALLMENT DEED

FROM

Douglas A. Cox

TO

William A. Kelly, et ux

605-607 Twelfth Avenue North

Nashville, Davidson, Tennessee

D 57445

IDENTIF. REFERENCE

JUL 9 8 28 AM '76

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

GUARANTY TITLE

Office of

CHICAGO TITLE INSURANCE COMPANY

American Trust Building

S. W. Cor. Third & Union

NASHVILLE, TENNESSEE