# Installment Deed

BOOK 5057 PAGE 543

| ADDRESS NEW OWNER (S) AS FOLLOWS | SEND TAX BILLS TO | MAP PARCEL NUMBERS |
|---|---|---|
| Roy Rogers Swift, et ux | Same | |
| (NAME) | (NAME) | 91-13 |
| 605 - 45th Avenue, No. | | |
| (STREET ADDRESS OR ROUTE NUMBER) | (STREET ADDRESS) | 136 |
| Nashville, TN 37209 | | |
| (CITY) (P. O. ZONE) (STATE) | (CITY) (ZONE) (STATE) | |

FOR AND IN CONSIDERATION of the sum of Seven Thousand Nine Hundred Fifty and 00/100 (7,950.00)---------- Dollars, of which --Three Hundred and 00/100 (300.00)---------- Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder of Seven Thousand Six Hundred Fifty and 00/100 (7,650.00)---------- Dollars, Roy Rogers Swift and wife, Linda Fay Swift, have executed their joint promissory note of even date herewith, payable to the order of Fannie J. Francis, in monthly installments of $75.00 each, including principal and interest at the rate of 9 per cent per annum, with first of said monthly installments due on September 1, 1976, and on the like day of each succeeding month until paid in full;

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, FANNIE J. FANCIS, a widow, have this day bargained and sold, and do hereby transfer and convey unto the said ROY ROGERS SWIFT AND WIFE, LINDA FAY SWIFT, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lots Nos. 58 and 60 of Block No. 53, Plan No. 1, West Nashville, as of record in Book 57, pages 74 and 75, Register's Office for said County.

Said Lots Nos. 58 and 60 front together 50 feet on the westerly side of 45th Avenue North, formerly 4th Street, and run back between parallel lines, with the southerly margin of an alley, 110 feet to an alley in the rear.

Being the same property conveyed to C. E. Francis and wife, Fannie J. Francis, by deed from Robert Leonard Price and Mamie Price, of record in Book 2290, page 221, Register's Office for said County; the said C. E. Francis having since died.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON } The actual consideration or value whichever is greater, for this transfer is $ 7,950.00

Subscribed and sworn to before me, this the 23rd day of July 1976

Affiant

My commission expires: April 17-1978 (Affix Seal)

Notary Public

This is unimproved ( ) improved (X) property, known as 605 - 45th Avenue, North, Nashville, TN 37209 (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 Roy Rogers Swift and wife, Linda Fay Swift, their (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. Taxes for 1976 to be pro rated and assumed by Grantees. I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said Roy Rogers Swift and wife, Linda Fay Swift, their, (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 Roy Rogers Swift and wife, Linda Fay Swift, hereinafter referred to as trustors, hereby transfer and convey unto O. B. Hofstetter, Jr., 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 $ insurable/value 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.*

*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 litigatwn 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 Registers 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.*

*Witness* our *hand* S *this* ..... *day of* July, 19 76, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Roy Rogers Swift

Linda Fay Swift

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

*Personally appeared before me,* J. H. Watts, Jr., *a Notary Public in and for said County and State,* Fannie J. Francis, Roy Rogers Swift, and Linda Fay Swift,

*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* Nashville, *Tennessee, this* 23rd *day of* July, *19* 76.

J. H. Watts, Jr.
*Notary Public*

*Commission expires* April 17, 1978

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* .....

CONV *7,950.00
STATE B* 20.54
TAX B* 5.60
B* .50
DEED B* 4.00 * 30.64

*Notary Public*

*Commission expires* .....

Please mail to Roy Rogers Swift
605 45 Ave. North
Nashville, Tenn. 37209

# INSTALLMENT DEED

FROM

FANNIE J. FRANCIS

TO

ROY ROGERS SWIFT, ET UX,

LINDA FAY SWIFT

THIS INSTRUMENT PREPARED BY:
O. B. Hofstetter, Jr., Atty.
Home Federal Tower, 8th Floor
Nashville, TN 37219

D 63306

REFERENCE

Compliments of

GUARANTY TITLE
Office of
CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE