# Installment Deed



| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Margaret Ann Warner | Same | Map 92-16 |
| (NAME: | (NAME: | |
| 1541 Harding Place | | Par. 340 and |
| (STREET ADDRESS OR ROUTE NUMBER) | (STREET ADDRESS) | 10W-6460 |
| Nashville, Tennessee 37215 | | |
| (CITY) (P. O. ZONE) (STATE) | (CITY) (ZONE) (STATE) | |

*FOR AND IN CONSIDERATION of the sum of* Forty Thousand ($40,000.00) and no/100 - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - *Dollars,*

for *which* Margaret Ann Warner has executed a promissory note, payable on demand to Patton-Warner-Tate, Inc., together with interest at the rate ~~Dollars, has been paid in cash,~~ of 6% per annum on the unpaid balance, said interest payments being due on the first ~~the receipt of which is hereby acknowledged, and for the remainder~~ day of each month beginning February 1, 1977, the receipt of which note is ~~Dollars~~ hereby acknowledged,

DEC30 76 CONV 40,000.00
DEC30 76 MORT'G 40,000.00 ~~to be executed~~
DEC30 76 S'TAX B* 104.00
DEC30 76 S'TAX B* 38.00
DEC30 76 PR'FEE B* .50
DEC30 76 W'DEED B* 8.00 * 150.50

*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,* Patton-Warner-Tate, Inc., a Tennessee corporation,

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

her ~~(successors)~~ *heirs and assigns,*

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

TRACT NO. 1:

Being lot No. 1 on the Map showing subdivision of the northerly part of lot No. 132 on the Plan of O. B. Hayes' First Subdivision of Small Lots, as of record in book 547, page 47, Register's Office for said County.

Beginning at the southwest corner of 18th Avenue South, formerly Lamar Street, and Division, formerly Shields or McTyeire, Street; thence with the westerly margin of said Avenue, southwardly 94-1/4 feet to the northeast corner of the property conveyed to T. G. Ross and wife, by deed from Tommie Dent et al. of record in book 641, page 314, said Register's Office; thence with the northerly line of said Ross property westwardly 48 feet 8 inches; thence northwardly 2 feet; thence westwardly 41 1/2 feet to the southeasterly margin of Division Street; thence with said Street northeastwardly 129-1/2 feet to the beginning.

Being the same property conveyed to Patton-Warner-Tate, Inc. by Third National Bank, Trustee and The Newark Trust Company of Newark, Ohio, by warranty deed of record in book 4286, page 677, said Register's Office.

TRACT NO. 2:

Being Lot No. 2 on the Map showing Subdivision into small lots of the northern part of Lot No. 132 in O. B. Hayes' Plan of Small Lots, as of record in book 547, page 47, said Register's Office.

Beginning in the westerly margin of 18th Avenue, South, formerly Lamar Avenue, at the

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

Subscribed and sworn to before me, this the 23rd day of December, 19 76

[signature] Affiant

My commission expires: 1/26/77 (Affix Seal)

[signature] Notary Public

southeast corner of Lot No. 1; thence south along the westerly margin of said Avenue, 40 feet 10 inches to the northeast corner of the lot conveyed to Carrie Hirsch by W. D. Witherspoon and wife by deed of record in book 401, page 106, said Register's Office; thence westerly along the north line of the Hirsch lot, 95-1/2 feet to a point; thence northerly 30 feet to the southerly margin of McTyeire Street, formerly Shields Street; thence northeasterly along the southerly margin of said street 19 feet to the southwest corner of Lot No. 1; thence easterly along the southerly line of Lot No. 1, 41.5 feet to a point; thence southerly at right angles 2 feet to a point; thence easterly at right angles 48.67 feet to the point of beginning.
Being the same property conveyed to Patton-Warner-Tate, Inc. by John E. Patton et ux. by warranty deed of record in book 4170, page 432, said Register's Office.

This is improved ( ) property, known as 701-03 18th Avenue S., 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* Margaret Ann Warner, her (successors), *heirs and assigns forever.* Grantor *covenant that* it is *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 for 1976 taxes.

Grantor *further covenant and bind* itself, its successors *heirs and representatives, to warrant and forever defend the title to said real estate to said* Margaret Ann Warner, 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* Margaret Ann Warner, joined by her husband, Harry M. Warner *hereinafter referred to as trustors, hereby transfer and convey unto* J. Ross Cheshire, 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 $....., 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* 23rd *day of* December, *19*76.

PATTON-WARNER-TATE, INC.

By John E. Patton
John E. Patton - President

By Sarah P. Tate
Sarah P. Tate - Vice President

Margaret Ann Warner
Margaret Ann Warner

Harry M. Warner
Harry M. Warner

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

*Personally appeared before me,* J. Ross Cheshire, Jr., *a Notary Public in and for said County and State,* Margaret Ann Warner and husband, Harry M. Warner

*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* 23 *day of* December, *19*76.

J. Ross Cheshire, Jr.
*Notary Public*

*Commission expires* 1/26/77

NOTARIAL SEAL
DAVIDSON COUNTY, TENN.

STATE OF .....

COUNTY OF .....

BOOK 5101 PAGE 589

*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,* J. Ross Cheshire, Jr. , *a Notary Public of the State and County aforesaid, personally appeared* John E. Patton and Sarah P. Tate , *with whom I am personally acquainted, and who, upon oath, acknowledged* themselves *to be* President and Vice-President *of the* Patton-Warner-Tate, Inc. , *the within named bargainor, a corporation, and that* they *as such* President and Vice-President , *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* themselves *as* President and Vice-President .

*Witness my hand and seal, at office in* Nashville, Tennessee ,
*this* 23 *day of* December , *19*76

1/26/77 .....*Notary Public*

*Commission expires*.....

INSTALLMENT DEED

FROM
Patton-Warner-Tate, Inc.

TO
Margaret Ann Warner

This deed prepared by
J. Ross Cheshire, Jr.
Attorney
Box 150[illegible] Nashville, Tn.
372[illegible]

D 83242

IDENTIFICATION REFERENCE

DEC 30 9 22 AM '76

REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

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