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Installment Deed

PREPARED BY
THOMAS M. EVANS, ATTORNEY
THIRD NATIONAL BANK BUILDING
NASHVILLE, TENNESSEE 37219

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Harvey W. Jennings, et ux.	Harvey W. Jennings, et ux.	
(NAME:) 4907 Raywood Lane	(NAME:) 4907 Raywood Lane	
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee 37211	(STREET ADDRESS) Nashville, Tennessee 37211	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

To Be assigned

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

---*Dollars,*

of which Eight Thousand and no/100 ($8,000.00)----------

---*Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Thirty Two Thousand and no/100

($32,000.00) ----------*Dollars,*

Harvey W. Jennings and wife, Judy Marie Jennings,

---*have executed*

their promissory note of even date herewith in the principal sum of Thirty Two Thousand and no/100 ($32,000.00) Dollars, payable to the order of Tom C. Lamb and wife, Mattie Sue Lamb, as tenants by the entireties, payable in one hundred twenty (120) monthly installments in the amount of Three Hundred Eighty Eight and 25/100 ($388.25) Dollars, which includes interest at eight per cent (8%) per annum on the reducing unpaid balance, the first payment of which is due November 1, 1976, and monthly thereafter on the first (lst) day of each month until the full amount has been paid,

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,

TOM C. LAMB and wife, MATTIE SUE LAMB,

have this day bargained and sold, and do hereby transfer and convey unto the said

HARVEY W. JENNINGS and wife, JUDY MARIE JENNINGS, their

---~~heirs and assigns~~ *heirs and assigns,*

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

Being a 0.71, more or less, acre tract of land lying in the 30th. Councilmanic District of Davidson County, Tennessee. Said tract further described as being lot #5-A on the plan of the resubdivision of lot #5 on the Plan of the Tom C. Lamb Subdivision, Section 4, as of record in Book 5060, Page 47, Register's Office of Davidson County, Tennessee.

Beginning at a point lying on the easterly margin of Nolensville Road, said point further described as being the common front corner of Lots #5 and #5-A on the plan of the resubdivision of lot #5 on the Plan of the Tom C. Lamb Subdivision, Section 4, as of record in Book 5060, Page 47, Register's Office of Davidson County, Tennessee, and point further described as lying 176.25 feet south of the most southerly return point of Northcrest Drive; thence leaving said easterly margin of Nolensville Road and running with the common line of said lots #5 and #5-A north 65 degrees 45 minutes 39 seconds east a distance of 190.65 feet to a point lying on the westerly line of the John C. Baggett property as of record in Book 4531, Page 242, Register's Office of Davidson County, Tennessee; thence

Tom C. Lamb

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 11th day of February, 1977

Affiant

My commission expires: (Affix Seal)

Notary Public

leaving the said common line of lots #5 and #5-A and running with the said westerly line of the John C. Baggett property south 25 degrees 55 minutes 23 seconds east a distance of 224.42 feet to a point lying on the northerly line of a cemetery as of record in Book 358, Page 290, Register's Office of Davidson County, Tennessee; thence leaving said westerly margin of the John C. Baggett property and running with the northerly margin of said cemetery north 80 degrees 45 minutes 07 seconds west a distance of 246.04 feet to a point lying on the easterly margin of Nolensville Road; thence leaving said northerly line of the cemetery running with the said easterly margin of Nolensville Road in a northerly direction around a curve having a radius of 2,679.5 feet to the left a distance of 88.94 feet to the point of beginning, containing 0.71, more or less, ~~acre.~~

Being a part of the same land conveyed to Tom C. Lamb by deed of record in Book 2138, page 541, Register's Office of Davidson County, Tennessee.

unimproved (X)
This is ~~MXXXXXXXX~~property, known as .....
(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 Harvey W. Jennings and wife, Judy Marie Jennings, their ~~successors~~, *heirs and assigns forever.* We *covenant that* we are *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.*

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Harvey W. Jennings and wife, Judy Marie Jennings, 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 Harvey W. Jennings and wife, Judy Marie Jennings, *hereinafter referred to as trustors, hereby transfer and convey unto* Thomas M. Evans, *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.

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, ~~[illegible]~~ on this the 22nd *day of* October, *19*76.

Tom C. Lamb

Tom C. Lamb

Mattie Sue Lamb

Mattie Sue Lamb

Harvey W. Jennings

Harvey W. Jennings

Judy-Marie Jennings

Judy-Marie Jennings

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Charles FAndrews, *a Notary Public in and for said County and State,* HARVEY W. JENNINGS and wife, JUDY MARIE JENNINGS,

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* 20th *day of* December, *19*76

Notary Public

CHARLES F. ANDREWS NOTARY PUBLIC DAVIDSON COUNTY TN

Commission expires 5/1/79

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ST. OF TENNESSEE }
CO. Y OF DAVIDSON }

Personally appeared before me, Charles E. Andrews, *a Notary Public in and for said County and State,* TOM C. LAMB and wife, MATTIE SUE LAMB, *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* 17th *day of* December, *19* 76.

Notary Public

Commission expires 5/1/79

CHARLES E. ANDREWS NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, [illegible], *a Notary Public of the State and County aforesaid, personally appeared* [illegible], *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 ....

FEB 16 77	CONV	40,000.00			
FEB 16 77	MORT'G	42,000.00			
FEB 16 77	S'TAX		B*	104.00	
FEB 16 77	S'TAX		B*	30.00	
FEB 16 77	PR'FEE		B*	.50	
FEB 16 77	W'DEED		B*	8.00	* 142.50

INSTALLMENT DEED

FROM

TOM C. LAMB and wife,

MATTIE SUE LAMB

TO

HARVEY W. JENNINGS and

wife, JUDY MARIE JENNINGS

D 8 9 6 6 7

IDENTIF. REFERENCE

FEB 16 12 26 PM '77

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