Installment Deed

BOOK 5129 PAGE 419

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Ewing J. Bass	Same	Map 101
(NAME:) 6512 Charlotte Pike	(NAME:)	par 33,34 and 35
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tenn.	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of

Sixteen Thousand ($16,000.00) and no/100 - - - - - - - - *Dollars,*

of which Three Thousand ($3,000.00) and no/100 - - - - - - - - -

Dollars, has been paid in cash,

the receipt of which is hereby acknowledged, and for the remainder

Thirteen Thousand ($13,000.00) and no/100 - - - - - - *Dollars,*

Ewing J. Bass *has executed*

his promissory note of even date herewith for $13,000.00 payable to the order of Paul Bass in monthly installments of $100.00 each, said note bearing no interest; the first installment falling due one month from date and the others on the same day of each month thereafter, until said note is paid in full.

In the event of the death of Paul Bass before this note is fully paid, all payments which would otherwise be made hereunder are hereby cancelled, and on payment of all sums due hereunder, prior to the death of Paul Bass, this note shall be fully paid, satisfied and discharged.

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, we, Paul Bass and wife Sadie Bass

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

Ewing J. Bass

his

(successors), heirs and assigns,

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

Two Tracts or parcels of land in the 8th. formerly the 12th., Civil District of said County and State, as follows:

TRACT NO.1: Being part of lot No. 2 on the W. E. Watkins Plan of lots, as of record in book 21, page 98, Register's Office for said County, being lot No. 16 on the unrecorded plan of the Leland J. Dugger property, described according to a survey made by George E. Reese, July 29, 1954 as follows;

Beginning on the northerly margin of a 40-foot private Road at the southeast corner of the property conveyed to Cecil Collins by deed from Nan Bridgewater Dugger and husband of record in book 2295, page 603, said Register's Office; thence with the easterly line of said Collins property, northwardly 223.5 feet more or less, to low water mark of Cumberland River; thence with said low water mark, south 76 degrees east 100 feet more or less to the corner of lots Nos. 16 and 17; thence with the line between said two lots, southwardly 235.42 feet more or less to the northerly margin of said 40-foot private road; thence with said road, north 73½ degrees west 100 feet to the beginning.

TRACT NO. 2; Being part of lot No. 2 on the W. E. Watkins plan of lots, as of record in book 21, page 98, said Register's Office, being lot No. 17 and the reserved lot immediately east of same on the unrecorded plan of the Leland J. Dugger property described together according to a survey made by George E. Reese, July 29, 1954 as follows:

Beginning on the northerly margin of a 40-foot private Road at the southeast corner of the property conveyed to Lawrence Mayo and wife by deed from Charles L. Sullivan,

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 16,000.00

Subscribed and sworn to before me, this the 22nd day of March 19 77

Affiant

My commission expires 2-7-79

(Affix Seal)

Notary Public

of record in book 2444, page 407, said Register's Office; thence with the easterly line of said Mayo Property, northwardly 235.42 feet, more or less to low water mark of Cumberland River; thence with said low water mark, south 76 degrees east 100 feet, more or less, to the center of Overall Creek; thence with the center of said creek, south 7 degrees east 275 feet to the northerly margin of said 40-foot private Road; thence with said Road north 73½ degrees west 206 feet to the beginning.

Being the same property conveyed to Paul Bass by deed from Edward Eugene Palmore and wife of record in book 3958, page 695, said Register's Office.

There is also conveyed hereby all rights as to Roads as set out in said deeds as follows; " There is a 40 foot roadway running along the southerly line of the land above described, from Lot 1 to Overall Creek, and also running from the southwest corner of lot No. 1 southwestward to Cumberland River Road, and the parties hereto their heirs and assigns, are given the joint right to use of said 40 foot roadway in its entirety, jointly with other property owners in this subdivision, and grantees herein assume and agree to pay his proportionate part of the cost of improving and maintaining said Road, as to that part of the Road adjacent to the land hereby conveyed, said roadway being wholly on the property of grantors herein."

This conveyance is made subject to easements of record in book 2397, page 63, book 2147, page 151 and restrictive covenants of record in book 2332, page 633, and book 2492, page 283, said Register's Office.

It is agreed and understood that the conveyance of this property to Frank Brown by deed of record in book 455, page 187, said Register's Office describes the northerly boundary of said property as extending to "within 7 feet of lot water mark of the Cumberland River" and therefore the grantors herein cannot warrant or defend the northerly boundary of said property, except to this extent but agree to convey all right, title and interest which they maybehave in and to the additional property along the northern boundary and therefore have described the northern boundary as extending to the low water mark.

This instrument was prepared by James R. Wyatt, 100 39th. Ave. No. Nashville, Tenn.

unimproved ( )
This is improved ( ) 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 Ewing J. Bass *his (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* Ewing J. Bass his *(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 indebtednes- 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 Ewing J. Bass *hereinafter referred to as trustors, hereby transfer and convey unto* J. Douglas Williams, *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.

BOOK 5129 PAGE 421

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 29th *day of* March, *19* 77.

+ Paul J. Bass

+ Mrs. Paul J. Bass

Mrs. Sadie Bass

Ewing J. Bass

D96186

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IDENTIF. REFERENCE

MAR 30 1 26 PM '77

REGISTER
DAVIDSON CO. TENN.

MAR 30 77	CONV	16,000.00			
MAR 30 77	MORT'G	13,000.00			
MAR 30 77	S'TAX		B*	41.60	
MAR 30 77	S'TAX		B*	11.00	
MAR 30 77	PR'FEE		B*	.50	
MAR 30 77	W'DEED		B*	6.00	* 59.10

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, H. B. Duncan, *a Notary Public in and for said County and State,* Paul Bass and wife Sadie Bass and Ewing J. Bass

*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 *this* 29th *day of* March, *19* 77.

H. B. Duncan
Notary Public

H. B. DUNCAN NOTARY PUBLIC STATE OF TENNESSEE LARC

Commission expires 2-7-79