BOOK 5137 PAGE 623

83-B
99 PW

INSTALLMENT DEED

For and in Consideration of the sum of Seven Thousand and no/100 ($7,000.00) Dollars,

of which One Hundred and no/100 ($100.00) Dollars,

has been paid in cash by Iris Anne Horton

the receipt of which is hereby acknowledged, and for the remainder Six Thousand Nine Hundred and no/100 ($6,900.00) Dollars,

the said Iris Anne Horton has executed and delivered a promissory note, dated April 18, 1977, in the amount of Six Thousand Nine Hundred and no/100 Dollars ($6,900.00) payable over a twenty-five year period, with monthly payments of Fifty Dollars and Ninety-Nine Cents ($50.99) per month, payable on the 15th of each month, with two payments of Two Hundred Fifty Dollars and Ninety-Nine Cents ($250.99) to be made on July 15, 1977, and on November 15, 1977, with the final payment of Fifty Dollars and Ninety-Nine Cents ($50.99) to be made on September 15, 1977.

The entire amount, or any part thereof, may be paid without penalty,

all of said notes bearing 7½ per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, Land in Davidson County, Tenn., being the northerly 106 feet of Lot No. 93 on the Plan of East Edgefield, as of record in Book 21, page 147, Register's Office for Davidson County, Tennessee.

We, Daniel T. Leech and Ann L. Luna,
have this day bargained and sold, and do hereby transfer and convey unto the said Iris Anne Horton, her heirs and assigns,

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

Said part of Lot No. 93 fronts 50 feet on the south side of Fatherland Street and runs back between parallel lines 106 feet to a dead line.

Being the same property conveyed to Dan Leech and wife Mabel G. Leech, by deed from Paul Luna and wife, of record in Book 3179, page 501, said Register's Office.

Being the same property conveyed to Mabel G. Leech by deed from Dan Leech, of record in Book 4681, page 142, Register's Office for Davidson County.

Being the same property conveyed to Daniel T. Leech and Ann L. Luna by the Last Will and Testament from Mabel Green Leech, probated September 18, 1975, and recorded in Minute Book 238, page 558, and Will Book 114, page 572, Office of the Clerk of the County Court of Davidson County.

This is unimproved ( ) improved (X) property, know as 1108 Fatherland Street, Nashville, Tenn. 37206
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Daniel T. Leech and Ann L. Luna 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.

We further covenant and bind ourselves heirs and representatives, to warrant and forever defend the title to said real estate to said Iris Anne Horton, her 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 notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said Daniel T. Leech and Ann L. Luna

do hereby transfer and convey unto Donald Gregory, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

I, the said Iris Anne Horton

do hereby 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 at least the sum of $ until the notes herein secured are 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 and holder of said notes, as his interst may appear.

I further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case I fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment.

Now, if I, the said Iris Anne Horton shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if I fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; I fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, 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 notes, or any of said notes then past due and unpaid, all remaining unpaid notes 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. I agree, that the Trustee may, at any time after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. I further agree 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 notes 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 Iris Anne Horton 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 lien notes, or, if more than one, then of the first-maturing unpaid note, 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 Donald Gregory, Trustee, shall be vested in said successor.

Said Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said Daniel T. Leech and Ann L. Luna and Iris Anne Horton hereunto set our hands at Nashville, Tennessee, this the 18th day of April 1977

Daniel T. Leech

Ann L. Luna

Iris Anne Horton

APR 19	CONV	*~~7,000.00~~			
APR 19	MORT'G	*6,900.00			
APR 19	S'TAX		B*	18.20	
APR 19	S'TAX		B*	4.90	
APR 19	PRFEE		B*	.50	
APR 19	W'DEED		B*	8.00	* 31.60

STATE OF TENNESSEE
Davidson County

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named IRIS ANNE HORTON, DANIEL T. LEECH, ANN L LUNA

the 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 NASHVILLE Tennessee, this 5 day of APRIL, 1977

_____, Notary Public.

Commission Expires 3-19-79

STATE OF _____
_____ County.

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named

the 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

BOOK 5137 PAGE 626

Before me, ..., a Notary Public of the State and County aforesaid, personally appeared .....,

with whom I 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 .....

(over for additional acknowledgements)

INSTALLMENT DEED

FROM
Daniel T. Leech and Ann L. Luna

TO
Iris Anne Horton

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

D 99441

IDENTIFICATION REFERENCE

APR 19 12 58 PM '77

REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Iris Anne Horton (NAME)	Iris Anne Horton (NAME)	
3011 Stafford Drive (STREET ADDRESS OR ROUTE NUMBER)	3011 Stafford Drive (STREET ADDRESS)	
Nashville, Tenn. 37214 (CITY) (STATE) (P. O. ZIP)	Nashville, Tenn. 37214 (CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

Donald Gregory
Attorney-at-Law
812 American Trust Building
Nashville, Tenn. 37201

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 7,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 15th DAY OF April 1977

Notary Public

MY COMMISSION EXPIRES: 3-19-79

(AFFIX SEAL)