Installment Deed

BOOK 5177 PAGE 614

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Thomas M. Evans, Trustee	Thomas M. Evans, Trustee	104-16
(NAME:) Nineteenth Floor Third National Bank Bldg. (STREET ADDRESS OR ROUTE NUMBER)	(NAME:) Nineteenth Floor Third National Bank Bldg. (STREET ADDRESS)	377 PREPARED BY THOMAS M. EVANS, ATTORNEY THIRD NATIONAL BANK BUILDING NASHVILLE, TENNESSEE 37219
Nashville, Tennessee 37219 (CITY) (P. O. ZONE) (STATE)	Nashville, Tennessee 37219 (CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Thirty Five Thousand and no/100 ---------- ($35,000.00) ---------- *Dollars,* *of which* Two Thousand Five Hundred and no/100 ($2,500.00) ---------- ---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Thirty Two Thousand Five Hundred and no/100 ($32,500.00) ---------- *Dollars,*

Thomas M. Evans, Trustee, ... *has executed,*

as such Trustee, his promissory note of even date herewith in the principal sum of Thirty Two Thousand Five Hundred and no/100 ($32,500.00) Dollars, payable in one hundred twenty (120) monthly payments as follows: one hundred nineteen (119) payments of Two Hundred Seventy Three and 03/100 ($273.03) Dollars, which includes interest at the rate of eight (8%) per cent per annum on the unpaid balance, commencing September 1, 1977, and on the first (1st) day of each month thereafter, and the final or one hundred twentieth (120th) payment of Twenty Two Thousand One Hundred Eighty Eight and 51/100 ($22,188.51) Dollars due and payable on August 1, 1987,

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,

NORMAN W. GRISWOLD, JR. and wife, JOSEPHINE V. GRISWOLD,

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

THOMAS M. EVANS, TRUSTEE, and his successors in trust,

~~successors, heirs~~ *and assigns,*

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

Being the northern one-half of Lot No. 119 in Belmont Land Company's Subdivision, as of record in Book 421, page 34, of the Register's Office for Davidson County, Tennessee.

Said northerly part of said Lot No. 119 fronts 50 feet on the easterly side of Belmont Boulevard and extends back between parallel lines, 183 feet more or less on its south line, 178 feet more or less on its north line to an alley, on which it measures 57-1/2 feet.

Being the same property conveyed to Norman W. Griswold, Jr. and wife, Josephine V. Griswold, by deed from William H. Williamson and wife, Ruth Williamson, of record in Book 2695, page 536, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 35,000.00

Affiant

Subscribed and sworn to before me, this the 29th day of July 19 77

Notary Public

My commission expires: August 6, 1980 (Affix Seal)

The installment deed note hereinabove described is executed and delivered on the condition that Norman W. Griswold, Jr. and wife, Josephine V. Griswold, or any subsequent holder of said note, will look only to the real estate described herein for the payment of the indebtedness represented by said note, and in the event of foreclosure the holder of said note shall assert no claim against the maker for any deficiency judgment.

This is improved (X) property, known as 2310 Belmont Boulevard, Nashville, Tennessee
(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 Thomas M. Evans, Trustee, and his successors in trust

and assigns forever, and with full right and power being expressly vested in the said Thomas M. Evans, Trustee, to sell, mortgage, and convey said tract or parcel of land without the necessity of obtaining the consent of or joinder of any beneficiary of the trust, and without the lender of any money or any purchaser of the property being obligated to see to the application of the money lent or of the purchase price. And 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 except taxes for the year 1977 which have been prorated and assumed by the grantee.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Thomas M. Evans, Trustee, and his successors in trust *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 Thomas M. Evans, Trustee, *hereinafter referred to as trustors, hereby transfer and convey unto* Edwin B. Raskin, *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 $ 32,500.00, *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, on this the 29th *day of* July, *19*77.

Norman W. Griswold, Jr.

Josephine V. Griswold

Thomas M. Evans, Trustee

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Mary L. Chenault, *a Notary Public in and for said County and State,* Norman W. Griswold, Jr. and wife, Josephine V. Griswold, and Thomas M. Evans, Trustee,

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

Mary L. Chenault *Notary Public*

NOTARY PUBLIC DAVIDSON COUNTY

Commission expires August 6, 1980

STATE OF.....

COUNTY OF..... JUL 29 ~ CO. 35,000.00
JUL 29 ~ MORT'G 37,500.00
JUL 29 ~ S'TAX B* 91.00
JUL 29 ~ S'TAX B* 30.50
JUL 29 ~ PR'FEE B* .50
JUL 29 ~ REG 8.00 130.00

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, ..., *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*.....

.....*Notary Public*

Commission expires.....

mail deed to:
Thomas M. Evans
Minister & Evans
Third National Bank Bldg.
Nashville, Tn. 37219

INSTALLMENT DEED

FROM

NORMAN W. GRISWOLD, JR.

and wife, JOSEPHINE V. GRISWOLD

TO

THOMAS M. EVANS, TRUSTEE

FI 17398

IDENTIF. REFERENCE

JUL 29 3 46 PM '77

REGISTER

Compliments of

GUARANTY TITLE

Office of

CHICAGO TITLE INSURANCE COMPANY

American Trust Building

S. W. Cor. Third & Union

NASHVILLE, TENNESSEE