Map 60-16
Par. 33

BOOK 5199 PAGE 10

INSTALLMENT DEED

For and in Consideration of the sum of Twelve Thousand and 00/100($12,000.00) * * * * * * * * * * * * * * Dollars, of which One Thousand and 00/100($1,000.00)* * * * * * Dollars, has been paid in cash by Hoyt Neal and wife, Dottie Neal* * * * * * the receipt of which is hereby acknowledged, and for the remainder Eleven Thousand and 00/100($11,000.00) * * * * * * * * * * * * Dollars, the said Hoyt Neal and wife, Dottie Neal* * * * * * * have executed their one joint promissory note of even date herewith in the principal sum of Eleven Thousand and 00/100($11,000.00) Dollars, payable to George V. Nolen and wife, Joedith Nolen, with interest at the rate of 8% per annum, and payable in monthly installments of $83.89 each beginning on the first day of April, 1975 and a like amount on the first day of each succeeding month thereafter until paid in full.
In addition to the monthly payments Hoyt Neal and wife, Dottie Neal, agree to pay to George V. Nolen and wife, Joedith Nolen 1/12 of the annual taxes and insurance premiums which is estimated to be $16.11. Should this sum of $16.11 be insufficient to pay taxes and insurance, Hoyt Neal and wife, Dottie Neal agree to increase said payments in such monthly amounts as will make available a sufficient sum to pay insurance and taxes annually.
Extra payments, or all of the unpaid balance, maybe made at any time without penalty.

all of said notes bearing six 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, we, George V. Nolen and wife, Joedith Nolen * have this day bargained and sold, and do hereby transfer and convey unto the said Hoyt Neal and wife, Dottie Neal, their* * * * * * * * * * heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Tract I: Being the southerly 60 feet of the westerly part of Lot No. 40 andthe northerly 5 feet of the westerly part of Lot No. 69, on the Plan of Capitol View Subdivision, as of record in book 974, pages 52 and 53, Register's Office for said County, and described according to a copy of a survey thereof made by E. R. Southgate & Son, Surveyors, dated April 21, 1947, as follows: Beginning at a pojnt in the easterly margin of Alhambra Circle, 5 feet south of the common corner of Lots Nos. 69 and 40; thence easterly, parallel with the line between said lots 240 feet to a point; thence northerly 65 feet to a point; thence westerly 242 feet, more or less, to a stake in the east line of Alhambra Circle; thence with the margin of the same, southerly 65 feet to the point of beginning.

Tract II: Being part of Lot No. 40 in the Capitol View Subdivision, a plan of which is of record in Book 974, Page 42 Register's Office for said County, described as follows: Beginning at a point on the easterly margin of Alhambra Circle 50 feet south of the dividing line between Lots Nos. 40 and 41, which point is the south east corner of an unnamed street and Alhambra Circle, running thence easterly along the southern margin of said unnamed street 240 feet, more or less, to a point, thence at right angles southerly 20 feet to a point, thence westerly 240 feet more or less, to the easterly margin of Alhambra Circle to the point of beginning.

Being the same property conveyed to George V. Nolen and wife, Joedith Nolen by deed from James E. Simmons and wife, Mary Ruth Simmons as of record in Book 2094, page 575 Register's Office for said County.

This is unimproved ( ) improved (X) property, know as 2807 Alhambra (House Number) (Street) Nashville 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 Hoyt Neal and wife, Dottie Neal, their* * * * * * 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, our heirs and representatives, to warrant and forever defend the title to said real estate to said Hoyt Neal and wife, Dottie Neal, their * * * * * * * 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 Hoyt Neal and wife, Dottie Neal* ** * do hereby transfer and convey unto W. B. Hogan* * * * * * * *, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

We, the said Hoyt Neal and wife, Dottie Neal* * * * * * 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 $11,000.00 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.

We 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 we 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 we, the said Hoyt Neal and wife, Dottie Neal* * * * * 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 we 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; If we * * 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. We * 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. We * 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 Hoyt Neal and wife, Dottie Neal, their 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

W. B. Hogan* * * * * * * *, 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 George V. Nolen , Joedith Nolen, Hoyt Neal

* * * * * * and Dottie Neal* * * * * * * * *

hereunto set our hands at Nashville, Tennessee, this the 1 day of March 1975

X George V. Nolen

X Joedith Nolen

X Hoyt Neal

X Dottie Neal

STATE OF TENNESSEE
Davidson County

Personally appeared before me, H C Webb, a Notary Public in and for said County and State, the within named George V. Nolen, Joedith Nolen, Hoyt Neal and Dottie Neal* * * * * * * * *
* * * * * * * * * *

the 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, Tennessee, this First day of March, 1975

H C Webb, Notary Public.

Commission Expires May 10 - 1975

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 5199 PAGE 13

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)

SEP 21 77	CONV	12,000.00			
SEP 21 77	MORT'G	11,000.00			
SEP 21 77	S'TAX		B*	31.20	
SEP 21 77	S'TAX		B*	9.00	
SEP 21 77	PR'FEE		B*	.50	
SEP 21 77	W'DEED		B*	8.00	* 48.70

INSTALLMENT DEED

FROM GEORGE V. NOLEN, ET UX

TO HOYT NEAL, ET UX

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

E 27021

IDENTIF. REFERENCE

SEP 21 9 00 AM '77

FELIX ... REGISTER
DAVIDSON COUNTY, TENN.

TOOLEY CO., NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Hoyt Neal et ux (NAME)	George V. Nolen, et ux (NAME)	Map 60-16
2807 Alhambra Ct. (STREET ADDRESS OR ROUTE NUMBER)	1203 Sussex Ct. (STREET ADDRESS)	Par. 33
Nashville, Tenn. 37207 (CITY) (STATE) (P. O. ZIP)	Nashville, Tenn. 37207 (CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

N. B. Hogan
Attorney at Law
312 Stahlman Bldg.
Nashville, Tenn. 37201

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$12,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 1st DAY OF March, 1977

Notary Public

MY COMMISSION EXPIRES: May 10, 1975