Mail to ↓

BOOK 5213 PAGE 402

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS:
Howard E. Walker, et ux (NAME)	New Owners (NAME)	92-3-397
7400 - Old Charlotte Pike (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	92-7-319
Nash TN 37209 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	92-7-318
		92-7-320

INSTALLMENT DEED

FOR AND IN CONSIDERATION OF the sum of

Twenty-six thousand five hundred and no/100 DOLLARS ($26,500.00

of which $600.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees

Have executed a note this day and payable to the order of Mary Regan Green in the principal sum of $24,910.00 payable in monthly installment of $245.31 with interest at 8 1/2 % per annum from this date. The first installment matures on the 15th day of November, 1977 and an installment on the 15th day of each month thereafter until the total of the principal and interest have been paid in full. The grantees have executed a second note in the principal sum of $990.00 payable in 24 installments of $45.23 each including both principal and interest at the rate of 8% per annum from this date. The first installment due on the 15th day of November, 1977 and one installment due the 15th day of each month thereafter until both principal and interest is paid.

That the payments of the above set out notes the accrued interest due on each note be deducted and the residue credited the principal sum of each note as they mature monthly thereafter until each note is paid including interest.

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

We Mary Regan Green and husband, Robert A. Green

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Howard A. Walker and wife, Joyce E. Walker

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being lots No. 1, 2, 3 and 4 of the Plan of E. C. Scruggs' Subdivision of Lots No. 17 to 22 inclusive in Bosticks Third addition, as of record in book 161, page 41, Said lots No. 1,2, 3, and 4 front together 150.2 feet on the southerly side of Herman frmerly Hamilton Street, and run back 90 feet 6 inches on the westerly line with the easterly margin of 18th Avenue North formerly Bostick Street, to an alley, measuring 157.7 feet thereon.

Being part of the same property conveyed to Mary Regan Green et vir by Clarence R. Hesson and wife, Jessie Ruth Hesson by installment deed of record in book 4824 Page 969 Register's Office of Davidson County, Tennessee.

1977 taxes are pro rated and payment of same are assumed by grantees.

This is improved ( )
unimproved ( ) property known as, 1721-41 (House Number) Herman St. (Street) Nashville, (P. O. Address:) Tennessee (City or Town) (Postal Zone)

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, 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 the said real estate to said grantees, 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 grantees herein do hereby transfer and convey unto Jacobs H. Doyle 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 grantees 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 $ the value 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 interest 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 grantees, 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; 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 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 advise 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 the grantees herein, their heirs, representa⊙es 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the 14th day of October 19 77

Mary Regan Green — Howard E. Walker

Robert A. Green — Joyce E. Walker

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 26,500

Howard E. Walker
Affiant

Subscribed and sworn to before me, this the 24th day of Oct. 1977

My commission expires 5-24-78 (Affix Seal)

Marie McCord
Notary Public

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Mary Regan Green and Husband, Robert A. Green, Howard A. Walker and Wife, Joyce E. Walker 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 Tenn. this 24th day of Oct. 1977

Commission Expires 5-24-78

Marie McCord
Notary Public.

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 _____.

Commission Expires _____

Notary Public

OCT24'77 CONV 26,500.00
OCT24'77 MORT'G 25,000.00
OCT24'77 S'TAX B* 68.90
OCT24'77 S'TAX B* 23.90
OCT24'77 PRFEE B* .50
OCT24'77 W'DEED B* 4.00 * 97.30

This instrument was prepared by:
Jacobs H. Doyle, 428 Stahlman Building, Nashville, Tennessee

Name — Address

INSTALLMENT DEED

FROM

TO

E 32681

IDENTIF. REFERENCE

Oct 24 2 52 PM '77

FELIX Z. [illegible] REGISTER
DAVIDSON [illegible] TN.

MALLERNEE REALTY CO.
REAL ESTATE · INSURANCE and LOANS
SEE ME BEFORE YOU BUY
OWN YOUR OWN HOME
NASHVILLE, 3 TENN.

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