Installment Deed

BOOK 5226 PAGE 419

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
John E. Augustine	Same	83-6-218
(NAME): 1606 Franklin Avenue	(NAME):	23W-11570 83-6-219
(STREET ADDRESS OR ROUTE NUMBER): Nashville, TN 37206	(STREET ADDRESS):	23W-11575
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Twenty-seven Thousand and 00/100 (27,000.00)---------- *Dollars,*

of which Three Thousand Eight Hundred and 00/100 (3,800.00)--------- ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder of $23,200.00, Grantees have executed their joint promissory note of even date herewith, payable to the order of Grantors in 300 monthly installments of $182.93 ~~XXXXXX~~, each, including principal and interest at the rate of 8-1/4 per cent per annum, with the first of said monthly installments due on the ~~XX~~ December 15, 1977, and on the like day of each succeeding 299 months until paid in full;

NOV25F	CONV	27,000.00			
NOV25F	MORT'G	23,200.00			
NOV25F	S'TAX		B*	70.20	
NOV25F	S'TAX		B*	21.20	
NOV25F	PR'FEE		B*	.50	
NOV25F	W'DEED		B*	8.00	* 99.90

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, JEAN MARIE WELLS and JOHNNIE LUCY O'BRIEN

have this day bargained and sold, and do hereby transfer and convey unto the said SUSAN A. BREEZE and JOHN E. AUGUSTINE, their ~~XXXXXX~~ *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Being two tracts of land in Davidson County, Tennessee, described as follows:

TRACT I:
Being Lot No. 10 on the Plat of Subdivision of the J. S. Dunbar Home Place as found of record in the Office of the Register for said County, in Book No. 332, Page 156, and part of Old Franklin Avenue line of New Franklin Avenue as opened by deed of record in the office of the Register aforesaid in Book 409, Page 535, described together as follows:

Beginning on the southerly margin of New Franklin Avenue 120 feet eastwardly from the easterly margin of 16th Street; thence with the southerly margin of said Franklin Avenue easterly 50 feet; thence southerly parallel with said 16th Street, and passing the corner of Lot No. 9 and 10 at 50 feet in all 246 feet, more or less to the northerly margin of an alley; thence with said alley, westerly 50 feet to the corner of Lots Nos. 10 and 11; thence northerly with the line between said Lots 10 and 11 246 feet, more or less, to the beginning.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 27,000.00

Affiant

Subscribed and sworn to before me, this the 14th day of November, 19 77

Notary Public

My commission expires: 10-18-81

(Affix Seal)

TRACT II:
Being Lot No. 11 on the Plan of the Subdivision of the J. S. Dunbar Home Place, as of record in Book 332, Page 156, Register's Office for said County, and a 50-foot strip adjoining and immediately north of said lot, being part of Franklin Avenue, as originally established.

Said Lot No. 11 and said strip of land front 60 feet on the southerly side of Franklin Avenue, as now established and extends back between parallel lines 245 feet, more or less, to an alley.

Being property devised to Jean Marie Wells, a one-half undivided interest and Johnnie Lucy O'Brien, a one-half undivided interest under the Will of Clarence Gordon Greer of record in Will Book 121, Page 185, Probate Court for Davidson County, Tennessee.

unimproved ( )
This is improved (X) property, known as 1604 Franklin Street, Nashville, TN
(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 Susan A. Breeze and John E. Augustine, their *(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.*

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Susan A. Breeze and John E. Augustine, their *(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 unnccessary 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 Susan A. Breeze and John E. Augustine *hereinafter referred to as trustors, hereby transfer and convey unto* O. B. Hofstetter, Jr., *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 $insurable/value, *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, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 14th *day of* November, *19* 77.

Jean Marie Wells

Johnnie Lucy O'Brien

Susan A. Breeze

John E. Augustine

THIS INSTRUMENT PREPARED BY:
Hofstetter & Hofstetter, Attorneys
Home Federal Tower, 8th Floor
Nashville, TN 37219

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Eunice Miller, *a Notary Public in and for said County and State,* Johnnie Lucy O'Brien, Susan A. Breeze, and John E. Augustine, *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* 2nd *day of* November, *19*77.

Eunice Miller *Notary Public*

Commission expires 10-18-81

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STATE OF ALABAMA
COUNTY OF JEFFERSON

Personally appeared before me, Dee Ann Holloway, *a Notary Public in and for said County and State,* Jean Marie Wells

the within named bargainor....., with whom I am personally acquainted, and who acknowledged that she *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Birmingham, Alabama, *this* 14 *day of* November *19* 77

Dee Ann Holloway *Notary Public*

Commission expires 6-14-80

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 ....., 19....

.....Notary Public

Commission expires .....

INSTALLMENT DEED

FROM

JEAN MARIE WELLS and

JOHNNIE LUCY O'BRIEN

TO

SUSAN A. BREEZE and

JOHN E. AUGUSTINE

E 38630

IDENTIF. REFERENCE

Nov 25 9 42 AM '77

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238