# Installment Deed

BOOK 5257 PAGE 758

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| William Morton Ralston, et ux | Same | 117-4 |
| (NAME:) | (NAME:) | |
| 1702 Cedar Lane | | 244 |
| (STREET ADDRESS OR ROUTE NUMBER) | (STREET ADDRESS) | |
| Nashville, TN 37212 | | |
| (CITY) (P. O. ZONE) (STATE) | (CITY) (ZONE) (STATE) | |

*FOR AND IN CONSIDERATION of the sum of* Twenty-Five Thousand ($25,000.00) *Dollars,*

*of which* Six Thousand ($6,000.00) *Dollars, has been paid in cash,*

*the receipt of which is hereby acknowledged, and for the remainder* Nineteen Thousand ($19,000.00) *Dollars,*

William Morton Ralston and wife, Martha Kay Grubbs Ralston, *have executed* and delivered their one certain promissory note, of even date herewith, payable to the order of Lucile H. Marshall, said note bearing interest from date at the rate of eight (8%) percent per annum, which said note and accured interest is due and payable in one hundred twenty (120) equal monthly installments in the sum of Two Hundred Thirty and 35/100 ($230.53) each, which include principal and accrued interest monthly on the unpaid principal balance, the first of said installments being due and payable on the 1st day of April, 1978, and a like installment being due and payable on the 1st day of each month thereafter until the whole of said principal and interest is fully paid. Said installments will be first credited to accrued interest from date monthly and the remainder credited to principal,

*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, Lucile H. Marshall and husband, Richard Marshall *have this day bargained and sold, and do hereby transfer and convey unto the said* William Morton Ralston and wife, Martha Kay Grubbs Ralston, their *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in Davidson County, Tennessee, being Lot No. 85 on the map of Belmont Terrace of record in book 421, page 101, Register's Office for said County.

Said Lot No. 85 fronts 65 feet on the northerly side of Cedar Lane and runs back between parallel lines 160 feet to an alley.

Being the same property conveyed to Richard Marshall and wife, Lucile H. Marshall, by deed from Russell Vardell, Executor and Trustee, et al, of record in Book 2883, page 282, Register's Office for said County; and last conveyed to Lucile H. Marshall by quitclaim deed from Richard Marshall, of record in Book 4549, page 133, Register's Office for said County.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $ 25,000.00

Subscribed and sworn to before me, this the 1st day of March 1978

Martha Kay Grubbs Ralston
Affiant

My commission expires: Feb 1, 1981
(Affix Seal)

Notary Public

DIANE JONES
NOTARY PUBLIC
DAVIDSON COUNTY
STATE OF TENNESSEE

A previous owner of lot No. 86, now owned by Lorene H. Thompson, constructed a concrete block garage close to the northwest corner of the residence on said Lot No. 86. This concrete block garage extends over onto the adjoining lot, which is Lot No. 85 on said Map, approximately two feet. Grantor herein has conveyed an easement on this Lot No. 85 as far as said concrete block garage as now established is concerned to use and maintain that protion of said garage which rests on Lot No. 85, but only during the time that said garage remains on said property without enlargement, conversion to other uses or modification in any form; and when said garage ceases to exist as a garage, this easement will cease and terminate and be of no further force or effect. No warranty is included in said easement. Said easement is set forth and described in deed from Lucile H. Marshall, et vir, to Lorene H. Thompson, of record in Book 5073, page 594, Register's Office for Davidson County, Tennessee.

| | | | | | |
|---|---|---|---|---|---|
| 78-1[illegible] | CONV | 25,000.00 | | | |
| 78-1[illegible] | CONTG | 19,000.00 | | | |
| 78-1[illegible] STATE TAX | | | 3* | 65.00 | |
| 78-1[illegible] STATE TAX | | | 3* | 17.00 | |
| 78-1[illegible] REGISTRY FEE | | | 3* | .50 | |
| 78-1[illegible] | CONFD | | 3* | 6.00 | * 88.50 |

unimproved ( ) This is improved (X) property, known as 1702 (House Number) Cedar Lane (Street), Nashville (P. O. Address:), TN 37212 (City or Town)

*TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said* William Morton Ralston and wife, Martha Kay Grubbs Ralston, 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.* Execept by Taxes for 1978 which have been pro rated between the parties and assumed by grantees; also applicable zoning ordinances of Metropolitan Nashville Davidson County, Tennessee. This conveyance is subject to the easement heretofore mentioned above.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* William Morton Ralston and wife, Martha Kay Grubbs Ralston, 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 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* William Morton Ralston and wife, Martha Kay Grubbs Ralston *hereinafter referred to as trustors, hereby transfer and convey unto* Richard Marshall, *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* $19,000.00, *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.*

BOOK 5257 PAGE 760

*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* 1st *day of* March, *19* 78.

E 5269

IDENTIF. REFERENCE

MAR 1 9 45 AM '78

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

Lucile H. Marshall
LUCILE H. MARSHALL

Richard Marshall
RICHARD MARSHALL

William Morton Ralston
WILLIAM MORTON RALSTON

Martha Kay Grubbs Ralston
MARTHA KAY GRUBBS RALSTON

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

*Personally appeared before me,* Jessie Diane Jones, *a Notary Public in and for said County and State,* Lucile H. Marshall, and husband, Richard Marshall and William Morton Ralston and wife, Martha Kay Grubbs Ralston,

*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* 1ST *day of* March, *19* 78.

Jessie Diane Jones
*Notary Public*

JESSIE DIANE JONES NOTARY PUBLIC STATE OF TENNESSEE AT LARGE

*Commission expires* Feb 1, 1981

This Instument Prepared by Richard Marshall, Attorney, Nashville, TN