BOOK 5327 PAGE 713

Installment Deed

Prepared by:
Raymond H. Darrow, Atty
Third National Bank Bldg.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Robert T. Amos et ux	Same	83- 9- 137
(NAME:) 1000- Main, St.	(NAME:)	83- 9- 138
(STREET ADDRESS OR ROUTE NUMBER) Nashville, 37206- Tenn.	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of TWENTY FIVE THOUSAND AND NO/100------ ----------($25,000.00)---------- *Dollars,* *of which* FIVE THOUSAND AND NO/100---------- ----------($5,000.00)---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* TWENTY THOUSAND AND NO/100--- ----------($20,000.00)---------- *Dollars,* ----------

Robert T. Amos and wife, Jean W. Amos *have* executed

one note of even date herewith in the principal sum of $20,000.00 payable to the order of Grace H. Youree in 180 monthly installments of $202.86 each, which includes both principal and interest at the rate of 9% per annum, the first installment falling due on September 15, 1978, and the others monthly thereafter until the principal and interest have been paid in full,

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, I, Grace H. Youree

have this day bargained and sold, and do hereby transfer and convey unto the said Robert T. Amos and wife, Jean W. Amos, their

~~XXXXXXX~~, *heirs and assigns,*

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

TRACT 1: Being the westerly part of lot No. 12 and the easterly part of lot No. 13 on the plan of the Second Re-subdivision of the Bransford McWhirter Subdivision of the Allison place, as of record in Book 332, page 20, Register's Office for said County, described as follows;

Beginning on the northerly margin of Clearview formerly Lindsley Avenue at a point 143.7 feet west of the westerly margin of North 11th Street, said point being the southwest corner of the property conveyed to C. Carrick by deed from A. B. Ford and wife of record in Book 406, page 409, said Register's Office; thence with said Carrick's westerly line northwardly 103 feet, more or less, to the southerly margin of an alley; thence with said alley, westwardly 40 feet, more or less, to the north-east corner of the property conveyed to Walter Scott Yarbrough by deed from Kirk Eason, et al, of record in Book 639, page 65, said Register's Office; thence with said Yarbrough's easterly line, southwardly 97 feet, more or less, to the northerly margin of Clearview Avenue; thence with said Avenue, eastwardly 40 feet to the beginning.

TRACT 2: Being the west 41-2/3 feet of the east 42-2/3 feet of lot No. 12 on the Map of Johnson Bransford's Second Subdivision of the Bransford McWhirter Subdivision of the Allison Property, of record in

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 21 day of August, 19 76

Affiant

My commission expires: [illegible] (Affix Seal)

Notary Public

Book 332, page 20, Register's Office for said County.

Said part of said lot fronts 41-2/3 feet on the north side of Clearview formerly Lindsley Avenue and runs back between lines, 110 feet, more or less, on the easterly line and 103 feet, more or less, on the westerly line, to a 15-foot alley in the rear.

Being part of the property conveyed to Mildred Hunter McEwen by deed from William C. Sugg, Trustee, of record in Book 1683, page 266, said Register's Office. The said Mildred Hunter McEwen having since died leaving Grace H. Youree as her only heir at law.

The said Sam James Youree joins herein for the purpose of conveying all his right, title and interest he may have in said property because of said marriage to Grace H. Youree.

unimproved ( )
This is improved ( ) property, known as 1009 and 1011 Clearview Avenue, 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 Robert T. Amos and wife, Jean W. Amos, their (successors), *heirs and assigns forever.* I *covenant that* I am *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.*

I *further covenant and bind* myself and my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Robert T. Amos and wife, Jean W. Amos, 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 Robert T. Amos and wife, Jean W. Amos *hereinafter referred to as trustors, hereby transfer and convey unto* R. C. Vardell, *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 $....., 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 5327 PAGE 715

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 15 *day of* August, *19* 78

Grace H. Youree
Sam James Youree

Grace H. Youree
Sam J. Youree
Robert T. Amos
Jean W. Amos

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, R. E. Cook, *a Notary Public in and for said County and State,* Robert T. Amos and wife, Jean W. Amos

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* 21st *day of* August, *19* 78

R. E. Cook *Notary Public*

Commission expires

NOTARY PUBLIC
DAVIDSON COUNTY

BOOK 5327 PAGE 716

STATE OF Illinois }
COUNTY OF Cook }

Personally appeared before me, Houston Norwood, *a Notary Public in and for said County and State,* Grace H. Youree and husband, Sam James Youree, *the within named bargainor, with whom I am personally acquainted, and who acknowledged that* I *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at 33 N Lasalle St. Chicago Ill., *this* 17th *day of* AUGUST, *19*78.

Houston Norwood *Notary Public*

Commission expires My commission expires August 17, 1981

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 to: East Nashville Realty Co.
120- SO. 11th. Street
Nashville Tenn
37206

INSTALLMENT DEED

FROM

Grace H. Youree, et vir

TO

Robert T. Amos, et ux

E 8 4 0 7 2

IDENTIF. REFERENCE

AUG 21 12 10 PM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

AUG21 78	CONV	25,000.00			
AUG21 78	MORT'G	20,000.00			
AUG21 78	S'TAX		B*	65.00	
AUG21 78	S'TAX		B*	18.00	
AUG21 78	PR'FEE		B*	.50	
AUG21 78	W'DEED		B*	8.00	* 91.50

Chicago Title Insurance Company
First American Center — Phone 255-1631
NASHVILLE, TENNESSEE 37238