BOOK 5336 PAGE 468

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS:
Joseph Durward Kincaid (NAME)	Same (NAME)	118-9
2914 Snowden Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par 178 Js
Nashville, TN 37204 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

INSTALLMENT DEED

FOR AND IN CONSIDERATION OF the sum of Twenty Thousand & 00/100 ($20,000.00) DOLLARS

for which the grantees hereinafter named have executed their promissory note of even date herewith in the sum of $20,000.00, payable to the grantor, without interest, in 200 equal monthly installments of $100.00 each, the first installment being due August 26, 1978,

SEP 12 78	CONV	20,000.00			
SEP 12 78	MORT'G	20,000.00			
SEP 12 78	S'TAX		B*	52.00	
SEP 12 78	S'TAX		B*	18.00	
SEP 12 78	PR'FEE		B*	.50	
SEP 12 78	W'DEED		B*	4.00	* 74.50

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.

I, JOSEPHINE KINCAID, widow of John Francis Kincaid, deceased,

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

JOSEPH DURWARD KINCAID and wife, DONNA K. KINCAID,

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

Land in Davidson County, Tennessee, being Lot No. 11 on the Map of Sutton Hill Section of Marengo Park, as of record in Book 974, page 67, Register's Office for said County.

Said Lot No. 11 fronts 75 feet on the easterly side of Snowden Road and runs back between parallel lines 191.2 feet to a dead line.

Being the same property conveyed to John Francis Kincaid and wife, Josephine Kincaid, by deed of James E. Caldwell & Company, of record in Book 1086, page 674, Register's Office for Davidson County, Tennessee, the said John Francis Kincaid having since died.

This is improved (X) unimproved ( ) property known as 2914 Snowden Road, Nashville, TN 37204 (House Number) (Street) (P. O. Address:) (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 convenant 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 Rebecca Thomas, 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 $20,000.00 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 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 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 the grantees herein, their heirs, 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 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 27th day of July 19 78

Josephine Kincaid — Joseph Durward Kincaid

Donna K. Kincaid

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $20,000.00

Joseph Durward Kincaid
Affiant

Subscribed and sworn to before me, this the 27 day of July, 19 78

My commission expires 10-18-81 (Affix Seal)

William H. Cameron
Notary Public

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, William H. Cameron, a Notary Public in and for said County and State, the within named Josephine Kincaid, a widow, the 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 Nashville, Tennessee this 27 day of July, 19 78

Commission Expires 10-18-81

William H. Cameron, Notary Public.

JAPAN)
)

Before me, the undersigned officer, personally appeared Joseph Durward Kincaid, a member of the armed forces of the United States, and his wife, Donna K. Kincaid, both known to me to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed. And the undersigned does further certify that he is at the date of this certificate a commissioned officer of the rank stated below, and is in the active service of the armed forces of the United States.
Witness my hand this 10 day of august, 1978.

Richard E. Amen CDR USN 047 28 7966
(signature, rank and branch of service of officer taking acknowledgment.)

This instrument was prepared by:

Rebecca Thomas, Attorney, 300 Court Square Bldg., Nashville, TN 37201
Name — Address

INSTALLMENT DEED

From JOSEPHINE KINCAID

To JOSEPH DURWARD KINCAID, ET UX

E 88026

IDENTIF. REFERENCE

SEP 12 9 43 AM '78

FELIX Z. ... REGISTER
DAVIDSON COUNTY, TENN.

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