Please mail

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This Form furnished by Attorneys Title Company, Inc.

# INSTALLMENT DEED

Form No. WD-4

**FROM**

Elizabeth W. Young, a widow

**TO**

J. Harry Henderson et ux, Lois J. Henderson

For draftsman's use

This instrument prepared by:
**JOHNSON & EDWARDS**
Attorneys-at-Law
600 Stahlman Building
Nashville, Tennessee 37201

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| J. Harry Henderson et ux (NAME) | SAME (NAME) | To be assigned JH |
| 508 North Main Street (STREET ADDRESS OR ROUTE NUMBER) | (STREET ADDRESS) | |
| Goodlettsville, TN 37072 (CITY) (STATE) (P. O. ZIP) | (CITY) (STATE) (ZIP) | |

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

AUG 15 2 03 PM '79

FELIX E. ... IN REGISTER
DAVIDSON COUNTY, TENN.

F 46322

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 40,000.00 J. H. Henderson
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 10th DAY OF August 19 79

Notary Public

MY COMMISSION EXPIRES: 1/19/82

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of FORTY THOUSAND AND NO/100---------- ($40,000.00)---------- DOLLARS

of which $ 6,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees executed their joint note of even date payable monthly for fifteen (15) years and in the principal amount of $34,000.00 said payments to be $365.37 which includes principal and 10% simple 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,

I, Elizabeth W. Young, a widow

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

J. Harry Henderson and wife, Lois J. Henderson

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

TRACT I:

The tenth Civil District of said County, as per survey by J. R. Scott, Surveyor, Sept. 11, 1948, known as part of Lot No. 3 on the map of Utley lands, beginning at a point in center of Old Springfield and Nashville Road, Main Street, Goodlettsville, Tenn., said point being 20 feet east of an iron stake in the west right-of-way of said Highway No. 41, the southeast corner of this lot and George McMurtry's N. E. corner; thence with said pike N. 17-1/2 degrees W. 135 feet to a point 20 feet east of a stake in the right-of-way of U. S. 41, Corner of S. C. Dorris Sr.; thence S. 81-1/4 degrees W. 170 ft.; thence S. 17-1/2 degrees E. 135 ft. corner of S. C. Dorris Jr. in McMurtry's line being 223 ft. east of the S. W. corner of lot No. 4; thence N. 81-1/4 degrees E. 170 ft. to the beginning.

Being the property conveyed to Elizabeth W. Young by deed from W. C. Moncrief and wife, Beatrice Moncrief of record in Book 1976, page 174, Register's Office for Davidson County, Tennessee, and being property devised to Elizabeth W. Young under the will of Edd B. Young, deceased, of record in Will Book 125, page 245, County Court for Davidson County, Tennessee.

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TRACT II:

Land in Davidson County, Tennessee, being part of Lot No. 3 on the Plan of the Subdivision of a 27 acre tract, not of record, described according to a survey made by Erle Drake, County Surveyor, February 7, 1931, as follows:

Beginning in the center of Main Street, being the center of the Old Nashville and Springfield Pike, at the northeast corner of the property conveyed to Edd B. Young, et al., by deed from S. C. Dorris, Jr. and wife, of record in Book 1644, page 623, Register's Office for said County; thence with the northerly line of said property, South 81-1/4 degrees west 170 ft. to the northwest corner of said property; thence north 17-1/4 degrees west 25 feet; thence eastwardly to the center of Main Street; thence with the center of said Street South 17-1/4 degrees East 25 ft. to the beginning.

Being the same property conveyed to Edd B. Young and wife, Elizabeth W. Young by deed from S. C. Dorris, Jr., and wife, Mary Elizabeth Dorris of record in Book 2275, page 89, Register's Offiee for Davidson County, Tennessee. The said Edd B. Young having since died.

Subject

NOTE: This property is conveyed/to easements, water lines, phone lines, roads, highways, and sewerage easement.

unimproved ( )
This is improved ( ) property, known as _____ (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 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 E. L. Edwards, Jr. 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 $30,000.00 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 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, 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 10th day of August 19 79.

Elizabeth W. Young
ELIZABETH W. YOUNG, a widow

J. Harry Henderson
J. HARRY HENDERSON

Lois J. Henderson
LOIS J. HENDERSON

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 Elizabeth W. Young, a widow, J. Harry Henderson and wife, Lois J. Henderson the 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 Goodlettsville, Tennessee, this 10th day of August, 19 79.

Sarah Crabtree, Notary Public.

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Commission expires 1/18/82.

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

**OFFICIAL RECEIPT**
**FELIX Z. WILSON, II**
**REGISTER OF DAVIDSON COUNTY**
**NASHVILLE, TENNESSEE**

RECEIVED OF _____

FOR _____

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| | | |
|---|---|---|
| CO - CONVEYANCE | CC - CERTIFIED COPY | MS - MISCELLANEOUS |
| MO - MORTGAGE | MR - RELEASE | ST - STATE TAX CONVEY. |
| WD - WARRANTY DEED | UC - UNIFORM COMMERCIAL CODE | ST - STATE TAX MORT. |
| TD - TRUST & DEED | | PF - PROBATE FEES |

| DATE | SYMBOL | VALUATION | TAX AND FEES | TOTAL PAID |
|---|---|---|---|---|
| | | | | |

40000.00- CO
34000.00- MO
104.00 CO TX
32.00 MO TX
.50 PRFEE
9.00 WDEED
CHECK 145.50-
4280A08/15/79 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F-46322

IDENTIF. REFERENCE T

AUG 15 2 03 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 704784