9787

INSTALLMENT DEED

BOOK 5539 PAGE 565

For and in Consideration of the sum of $25,000.00

TWENTY FIVE THOUSAND AND 00/100 ($25,000.00) Dollars,

of which FIVE THOUSAND AND 00/100 ($5,000.00) Dollars,

has been paid in cash by David G. Blankenship and John T. Blankenship

the receipt of which is hereby acknowledged, and for the remainder of $20,000.00

TWENTY THOUSAND AND 00/100 ($20,00) Dollars,

the said David G. Blankenship and John T. Blankenship have

executed an Installment Deed Note of even date herewith in the principal sum of TWENTY THOUSAND AND 00/100 ($20,000.00) DOLLARS, payable to Elizabeth Hicks Stiles in 240 Monthly Installments as follows: On the 15th day of August, 1978 the sum of ONE HUNDRED FIFTY FIVE AND 06/100 ($155.06) DOLLARS and a like amount on the 15th day of each succeeding month until the amount of both principal and interest are paid in full. The said Monthly Installments include interest at the rate of Seven Percent (7%) per annum.

all of said notes bearing seven per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, I, Elizabeth Hicks Stiles

have this day bargained and sold, and do hereby transfer and convey unto the said David G. Blankenship and John T. Blankenship, their heirs and assigns, as Tenants in Common certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 92 on the Plan of A.V.S. Lindsley's 29 acre tract, as of record in Book 57, Page 66, Register's Office for said County.

Said Lot No. 92 fronts 50 feet on the northerly side of Gartland Avenue and runs back between parallel lines 150 feet to an alley.

Being the same property conveyed to James H. Stiles, Sr. and wife, Elizabeth H. Stiles by deed from Myrtle Ellis, a single person by deed of record in Book 4351, Page 310, Register's Office for Davidson County, Tennessee. The said James H. Stiles,Sr. having since died.

This is unimproved ( ) improved (X) property, know as 1407 Gartland Avenue, Nashville, Tennessee 37206
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said David G. Blankenship and John T. Blankenship 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 my heirs and representatives, to warrant and forever defend the title to said real estate to said David G. Blankenship and John T. Blankenship, 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 me in hand paid, we, the said David G. Blankenship and John T. Blankenship do hereby transfer and convey unto George H. Cate, 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 David G. Blankenship and John T. Blankenship 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 interst 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 David G. Blankenship and John T. Blankenship 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; if 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 trust 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 David G. Blankenship and John T. Blankenship their 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 George H. Cate, Jr., Trustee, shall be vested in said successor.

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 Elizabeth Hicks Stiles and David G. Blankenship and John T. Blankenship hereunto set our hands at Nashville, Tennessee, this the 15th day of July 1978

Elizabeth Hicks Stiles

David G. Blankenship

John T. Blankenship

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Paul G. Blankenship, a Notary Public in and for said County and State, the within named David G. Blankenship and John T. Blankenship

the bargainors, 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 15th day of July, 1978

Paul G. Blankenship, Notary Public.

Commission Expires August 6, 1980

STATE OF TENNESSEE
SHELBY County.

Personally appeared before me, Hartwell M. Strain Jr., a Notary Public in and for said County and State, the within named ELIZABETH HICKS STILES

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 Bartlett, Shelby Co. Tenn. this 17th day of July, 1978

Hartwell M. Strain Jr., Notary Public.

Commission Expires Feb 17

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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Before me, ..., a Notary Public of the State and County aforesaid, personally appeared .....,
with whom I 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 .....

(over for additional acknowledgements)

INSTALLMENT DEED

FROM

TO

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

F 66522

IDENTIF. REFERENCE

DEC 5 10 48 AM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
David G. Blankenship et al	David G. Blankenship	Map 83-9
(NAME)	(NAME)	
1407 Gartland Avenue	1407 Gartland Avenue	Parcel 329
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tenn. 37206	Nashville, Tennessee 37206	FB 23W 07715
(CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

Paul G. Blankenship
Attorney-at-Law
3311 Gallatin Road
Nashville, Tennessee 37216

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 25,000.00

John J. Blankenship
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 15th DAY OF July, 1978

Paul G. Blankenship
Notary Public

MY COMMISSION EXPIRES: August 6, 1980

(AFFIX SEAL)

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

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RECEIVED OF _____

FOR _____

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			25000.00- CO 20000.00- MO 65.00 CO TX 18.00 MO TX .50 PRFEE 12.00 WDEED CHECK 95.50- 9787A12/05/79 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 66522

IDENTIF. REFERENCE

DEC 5 10 48 AM '79

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

No. 729545