Installment Deed

BOOK 5617 PAGE 897

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Howard G. Maxwell	Same	8DA-48185
(NAME:)	(NAME:)	103-1-120
811 Watts Lane		8DA-48182
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	102-1-134
Nashville, TN 37209		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

6465 CHECK

FOR AND IN CONSIDERATION of the sum of One Hundred Nine Thousand and 00/100 (109,000.00)---------- *Dollars,*

of which ---Sixty-five Thousand and 00/100 (65,000.00)---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder of Forty-four Thousand and 00/100 (44,000.00)---------- *Dollars,*

HOWARD G. MAXWELL and wife, GERTRUDE MAXWELL,

have executed

their joint promissory note of even date herewith, payable to Grantors on or before 12 months from date, ~~together~~ with interest at the rate of 10 per cent per annum after maturity only;

FELIX Z. HARSUCH REGISTER DAVIDSON COUNTY, TENN.
JUN 26 2 50 PM '80
IDENTIF. REFERENCE

F 6 5 1 5 9

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, JOHN H. WATTS, JR. and wife, RUTH E. WATTS,

have this day bargained and sold, and do hereby transfer and convey unto the said HOWARD G. MAXWELL, his

~~HEIRSXXXXX~~, *heirs and assigns,*

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

TRACT I:

Being Tract No. 3 on the Map of Subdivision of Jackson Place on Charlotte Pike, described as follows: BEGINNING at a stake at the fence, Northeast corner of Tract No. 2; thence with the east line of Tract No. 2, South 16° East 713 feet to a stake; thence North 74° East 190 feet to a stake; thence North 16° West 661 feet to a stake at the fence; thence west 195 feet to the point of beginning, containing 3 acres, more or less.

INCLUDED THEREIN, BUT EXPRESSLY EXCLUDED THERETFROM is that property of record in Book 4200, Page 333, said Register's Office, as follows:

Being the Westerly 145 feet on the northerly 230 feet of Tract No. 3, on the Map of the Subdivision of the Jackson Place on Charlotte Pike, as of record in Book 1130, Page 59, said Register's Office.

Said part of Tract No. 3 fronts 145 feet on the southerly side of an unnamed road and runs back between parallel lines from the northerly margin of said road, 230 feet to a dead line.

Being part of the property conveyed to J. H. Watts and wife, Alma J. Watts, by deed from E. L. Jackson and wife, Daisy Dean Jackson, of

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 109,000.00

Subscribed and sworn to before me, this the 25th day of June, 1980

Affiant

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

Notary Public

record in Book 898, Page 770, Register's Office for said County. The said J. H. Watts and wife, Alma J. Watts having since died, and title now vested in their only heir-at-law, John H. Watts, Jr.

TRACT II:
Being the Westerly 145 feet on the Northerly 230 feet of Tract No. 3 on the Map of the Subdivision of the Jackson Place on Charlotte Pike, as of record in Book 1130, Page 59, Register's Office for said County.

Said part of Tract No. 3 fronts 145 feet on the southerly side of an unnamed road and runs back between parallel lines from the northerly margin of said road, 230 feet to a dead line.

Being the same property conveyed to John H. Watts, Jr. and wife, Ruth E. Watts, by deed from J. H. Watts and wife, Alma J. Watts, of record in Book 4200,Page 333, Register's Office for said County.

unimproved ( )
This is improved (X) property, known as ..... Watts Lane, Nashville, TN 37209 .....
(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 Howard G. Maxwell, his .....
.....*(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.*

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Howard G. Maxwell, his .....
.....(~~XXXXXXX~~), *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 we, Howard G. Maxwell and wife, Gertrude Maxwell,
.....*hereinafter referred to as trustors, hereby transfer and convey unto* O. B. Hofstetter, Jr., ..., *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 $insurable/value, *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.

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 25th *day of* June, *19*80.

THIS INSTRUMENT PREPARED BY:
O.B. Hofstetter, Jr., Atty.
Home Federal Tower
Nashville, TN 37219

Howard G. Maxwell

Gertrude Maxwell

John H. Watts, Jr.

Ruth E. Watts

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Eunice Miller, *a Notary Public in and for said County and State,* John H. Watts, Jr., Ruth E. Watts, Howard G. Maxwell, and Gertrude Maxwell,

the within named 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* 25th *day of* June, *19*80

Eunice Miller *Notary Public*

Commission expires 10-18-81

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5617 PAGE 900

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
			109000.00- CO	
			44000.00- MO	
			263.40 CO TX	
			42.00 MO TX	
			.50 PRFEE	
			9.00 WDELD	
			CHECK	334.90-
6485A06/26/80			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F. 95159

IDENTIF. REFERENCE

JUN 26 2 50 PM '80

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

No. 764884