Installment Deed

BOOK 5765 PAGE 675

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Harriet B. Nesbitt (NAME:)	Harriet B. Nesbitt (NAME:)	Map 61-3
5001 Gallatin Road (STREET ADDRESS OR ROUTE NUMBER)	5001 Gallatin Road (STREET ADDRESS)	Parcel 149
Nashville, TN 37216 (CITY) (P. O. ZONE) (STATE)	Nashville, Tennessee 37216 (CITY) (ZONE) (STATE)	

Mail

FOR AND IN CONSIDERATION of the sum of Eighteen Thousand and 00/100------- ($18,000.00) *Dollars,*

of which Ten Thousand and 00/100---------- ($10,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Eight Thousand and 00/100--- ($8,000.00) *Dollars,*

Harriet B. Nesbitt *has* S *executed* a promissory note of even date in the amount of Eight Thousand and 00/100 Dollars ($8,000.00) payable in semi-annual payments of $400.00, beginning January 1, 1982.

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, Ellis Charles Breedlove,

have this day bargained and sold, and do hereby transfer and convey unto the said Harriet B. Nesbitt,

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

my 1/2 undivided interest in

certain real estate in DAVIDSON *County, Tennessee, as follows:*

A lot or parcel of land in the 11th, formerly the 18th Civil District of Davidsn County, Tennessee, described according to a survey made by Lewis D. Justice, Surveyor, July 7, 1950, as follows:

Beginning on the southerly margin of a 50 foot unnamed road, at a point 10 feet west and along a curve with a radius of 162 feet, from the northwest corner of the property conveyed to Ernest R. Biggs and wife by deed from A. J. Coleman and wife, of record in Book 1640, page 589, Register's Office for said County, thence with the southerly margin of said road on a curve with a radius of 162 feet, southwestwardly 52.5 feet and continuing with said road on a curve with a radius of 269 feet, southwestwardly 40 feet, in all 92.5 feet; thence south 1° 30' west 174 feet to an iron stake in the norhterly line of the Smith property; thence with said line, south 88° 30' east 90 feet to a point north 88° 30' west 260 feet from the westerly margin of the Gallatin Road; thence north 1° west 200 feet, more or less, to the beginning.

STATE OF TENNESSEE
COUNTY OF

The actual consideration or value whichever is greater, for this transfer is $ 18,000.00

Subscribed and sworn to before me, this the 15th day of June 19 81

My commission expires: 12-15-83

(Affix Seal)

Affiant

Notary Public

part of
Being/the same property conveyed to Marion Bradford Breedlove and Ellis Charles Breedlove by quitclaim deed from J. K. Woodard, Trustee, of record in Book _____, page ____, Register's Office for Davidson County, Tennessee.

unimproved (X)
This is improved ( ) property, known as 1022 Joyce Lane, Nashville, Tennessee 37216
(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 Harriet B. Nesbitt *her* (~~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* Harriet B. Nesbitt, her (~~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 Harriet B. Nesbitt, *hereinafter referred to as trustors, hereby transfer and convey unto* Charles P. Cron, *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.

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 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 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 18th day of June, 19 81.

X Ellis C. Breedlove

X Harriet B. Nesbitt

Noah S. Nesbitt

THIS INSTRUMENT WAS PREPARED BY:

CHARLES P. CRON
Attorney at Law
223 Madison Street
Madison, Tennessee 37115

STATE OF ~~TENNESSEE~~ MISSOURI
COUNTY OF

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Ellis Charles Breedlove

the within named bargainor....., with whom I am personally acquainted, and who acknowledged that he *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Hartville, ~~Tennessee~~ Missouri, *this* 18th *day of* June, *19* 81.

Alice Findley *Notary Public*

Commission expires 12-16-82

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Harriet B. Nesbitt, *the within named 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 Madison, Tenn. *this* 18th *day of* June, *19* 81.

Charles [illegible] *Notary Public*

CHARLES [illegible] NOTARY PUBLIC AT LARGE TENN.

Commission expires 10-15-83

STATE OF TENNESSEE }
COUNTY OF }

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 .....

G 4.92 1.5

IDENTIF. REFERENCE

Jul 6 9 13 AM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM
ELLIS CHARLES BREEDLOVE

TO
HARRIET B. NESBITT

TITLE INSURED BY POLICY NUMBER:

Title Associates, Inc. — Livery of Seizin

Compliments of
Title Associates, Inc.

REPRESENTING
U.S. LIFE TITLE INSURANCE
Company of New York

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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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
			18000.00-	CO
			8000.00-	MO
			46.00	CO TX
			6.00	MO TX
			.50	PRFEE
			12.00	ADEED
			CHECK	65.30-
4830A07/06/81			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 4.9 2 1.5

IDENTIF. REFERENCE

JUL 6 9 13 AM '81

FELIX Z. WILSON JT REGISTER
DAVIDSON COUNTY, TENN.

No. 830805