# Installment Deed

BOOK 6163 PAGE 803

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP PARCEL NUMBERS |
|---|---|---|
| David R. Marler et ux | Same | Map 132-11 |
| (NAME:) | (NAME:) | |
| 4344 Prescott Road | | Parcel 30 |
| (STREET ADDRESS OR ROUTE NUMBER) | (STREET ADDRESS) | |
| Nashville, TN. 37204 | | 0H 00212 |
| (CITY) (P. O. ZONE) (STATE) | (CITY) (ZONE) (STATE) | |

*FOR AND IN CONSIDERATION of the sum of:* Sixty-Two Thousand and no/100 ---------- ($62,000.00) *Dollars, of which* Ten Thousand and no/100---------- ($10,000.00) *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* of Fifty-Two Thousand and no/100 ($52,000.00) Dollars, David R. Marler and wife, Mary W. Marler, have executed their installment ~~Dollars,~~ deed note of even date in the amount of $52,000.00, payable to Alvin Buford Reynolds, Jr., as follows: On the 1st day of December, 1983, the sum of $525.20 and ~~no~~ ~~executed~~ thereafter continuing with a like amount on the same day of each succeeding month for 60 consecutive monthly payments, the 60th such payment being due on November 1, 1988, said monthly payments include principal and interest, the latter being computed at 11 3/4 percent per annum. On November 1, 1988, there shall also become due and payable a balloon payment of the then outstanding principal balance in full, said note may be paid in full at any time before then without penalty and shall also become due and payable in full upon any sale of the below described property by David R. Marler and wife, Mary W. Marler, at any time before November 1, 1988,

*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, Alvin Buford Reynolds, Jr., *have this day bargained and sold, and do hereby transfer and convey unto the said* David R. Marler and wife, Mary W. Marler, their *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

LAND in Davidson County, Tennessee, being Lot No. 33 on the Plan of Southmeade, as of record in Book 1835, pages 118 and 119, Register's Office for Davidson County, TN.

SAID Lot 33 fronts 138 feet on the easterly side of Prescott Road and runs back 360.5 feet on the northerly line and 395.1 feet on the southerly line, which is a broken line, to a dead line in the rear, measuring 58.5 feet thereon.

BEING the same property conveyed to Alvin Buford Reynolds, Jr. by deed from Iris M. Reynolds, a widow, as of record in Book 5384, page 384, Register's Office for Davidson County, Tennessee, and by Will of Elizabeth Climer, of record in Will Book 120, page 687, County Court of Davidson County, Tennessee.

Barbara Moore Reynolds, the wife of Alvin Buford Reynolds, Jr., joins in this conveyance for the purpose of releasing any and all marital rights she may have in this property but no further or otherwise.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $ 62,000.00

Subscribed and sworn to before me, this the 26th day of October 1983

David R. Marler
Affiant

My commission expires: 1/20/85
(Affix Seal)

Notary Public

This is improved ( ) unimproved property, known as 4344 Prescott Road, Nashville TN. 37204
(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* David R. Marler and wife, Mary W. Marler, their *(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,* except as of record. I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* David R. Marler and wife, Mary W. Marler, their *(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* David R. Marler and wife, Mary W. Marler, *hereinafter referred to as trustors, hereby transfer and convey unto* Edward S. Kelly, 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* $ 52,000.00 *, 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.*

10/26 217.70- CHECK

7933

*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.*

BOOK 6163 PAGE 804

*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 Registers 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.*

*Witness our hands this 26th day of October, 19 83, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Alvin Buford Reynolds, Jr.

Barbara Moore Reynolds

David R. Marler

Mary W. Marler

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

*Personally appeared before me,* the undersigned, *a Notary Public in and for said County and State,* Alvin Buford Reynolds, Jr., Barbara Moore Reynolds, David R. Marler, and Mary W. Marler,

*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* 26th *day of* October, *19* 83.

Donna R. Gardner *Notary Public*

*Commission expires* 1/20/85

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* ..... *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* .....

RUSH

.....*Notary Public*

*Commission expires* .....

FILED & RECORDED
DAVIDSON COUNTY, TN
REGISTER
OCT 26 12 35 PM '83

IDENTIF. REFERENCE

HB 2440

**INSTALLMENT DEED**

FROM
Alvin Buford Reynolds, Jr.

TO
David R. Marler,
et ux, Mary W. Marler

*This instrument prepared by*
STEPHENSON, LACKEY & WAITE
Suite 702
501 Union Building
Nashville, Tennessee 37219

Compliments of
Chicago Title Insurance Company
First Floor — First American Center
Phone 255-4631
NASHVILLE, TENNESSEE 37208

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

BOOK 6163 PAGE 805

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 |
|---|---|---|---|---|

62000.00= CAMT.
52000.00- MAMT.
161.20 CSTAX
50.00 MSTAX
.50 PRFEE
6.00 WDEED
CHECK 217.70-
7933A10/26/83 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 8 2 4 4 0

IDENTIF. REFERENCE

Oct 26 12 35 PM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 988907