Installment Deed

BOOK 6312 PAGE 420

ADDRESS NEW OWNER (S) AS FOLLOWS	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Joe E. Whitfield, et ux	Same	8DA 36435
(NAME)	(NAME)	91-13-0
624 Shelpin Ave.	(STREET ADDRESS)	8DA 47545 (1/2 lot)
(STREET ADDRESS OR ROUTE NUMBER)		91-13-0 (" "
Nashville, Tn. 37209		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of --One Hundred Seventy-five Thousand and 00/100 (175,000.00)---------- Dollars, of which --Twenty-five Thousand and 00/100 (25,000.00)---------- Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder of One Hundred Fifty Thousand and 00/100--- (150,000.00)---------- Dollars, ... have executed

Joe E. Whitfield and wife, Thlema V. Whitfield

their joint promissory note of even date herewith payable to Grantors in 119 monthly installments of $1,653.00 each, with the 120th, and final, monthly payment being for the entire unpaid balance, principal and interest. First of said monthly payments shall be due on July 8, 1984, and on the like day of each succeeding 119 months until paid in full. Payments as made shall be applied first to interest to date at the rate of 12 per cent per annum, and balance to principal;

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, Searcy B. Page and wife, Mary Maxine Page,

have this day bargained and sold, and do hereby transfer and convey unto the said Joe E. Whitfield and wife, Thelma V. Whitfield, their

certain real estate in Davidson County, Tennessee, as follows: (successors), heirs and assigns,

Two tracts of land in Davidson County, Tennessee, more particularly described on Addendum "A" attached hereto.

Taxes for 1984 to be pro rated and assumed by Grantees.

2.8081

IDENTIF. REFERENCE

JUN 11 9 45 AM '84

FELIX Z. HUDSON II REGISTER
DAVIDSON COUNTY, TN

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 175,000.00

Subscribed and sworn to before me, this the 8th day of June, 19 84

Thelma V. Whitfield
Affiant

My commission expires: 10-20-85 (Affix Seal)

Searcy McClee
Notary Public

This is improved ( ) unimproved ( ) property, known as (House Number) (Street) Nashville, Tennessee (P. O. Address) (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, rights, title and interest thereto belonging, to the said Joe E. Whitfield and wife, Thelma V. Whitfield, their

(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 unincumbered. We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Joe E. Whitfield and wife, Thelma V. Whitfield, 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 subject hereto; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non payment of said indebtedness and installments as thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Joe E. Whitfield and wife, Thelma V. Whitfield, 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 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 equity of redemption, statutory right of redemption, homestead, and all other exemptions and rights 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 such litigation.

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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 words "Trustors" when used herein shall apply to parties both singular and plural.

Witness our hands this 8th day of June, 19 84, *the corporate party, if any, has caused its name to be signed hereto by its duly authorized officers on said day and date.*

Joe E. Whitfield
Thelma V. Whitfield

Searcy B. Page
Mary Maxine Page

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* Searcy B. Page and wife, Mary Maxine Page, and Joe E. Whitfield and wife, Thelma V. Whitfield,

the bargainors, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that they *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, Tennessee, *this* 8th *day of* June, 1984.

My commission expires 10-20-85 *Notary Public* Janice Pyle

STATE OF TENNESSEE
COUNTY OF

Before me, _____, *a Notary Public of the State and County aforesaid, personally appeared* _____ *and* _____ *with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged* _____ *to be the* _____ *and* _____ *respectively of* _____, *the within named bargainor, a corporation, and that* _____ *as such* _____ *and* _____, *executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said* _____ *as* _____ *and attesting the same by the said* _____ *as* _____.

Witness my hand and seal, at office in _____, *this* _____ *day of* _____, *19* _____.

_____ *Notary Public*

Commission expires _____

INSTALLMENT DEED

FROM
SEARCY B. PAGE AND WIFE,
MARY MAXINE PAGE

TO
JOE E. WHITFIELD AND WIFE,
THELMA V. WHITFIELD

THIS INSTRUMENT PREPARED BY:
Hofstetter & Hofstetter, Attys.
Suite 500
230 Fourth Avenue North
Nashville, TN 37219

Published by

Ticor Title Insurance Company
Public Square Building
344 4th Avenue North
NASHVILLE, TENNESSEE 37219

ADDENDUM "A"

Tract 1:

A lot or parcel of land in the 8th, formerly the 12th, Civil District of Davidson County, being Lot No. 1 on the Map of Jno. B. Cowden's First Subdivision of the 49 acre tract, not of record, described according to a survey made by John M. Sullivan, Surveyor, January 28, 1946, as follows:

BEGINNING at the southwest corner of Charlotte Road and Lellyett Avenue; thence with the westerly margin of said Avenue southwardly 57.75 feet; thence south 6 degrees 53 minutes east 47.6 feet; thence south 6 degrees 09 minutes east 73.2 feet; thence south 72 degrees 46 minutes west 53.4 feet to the corner of Lots Nos. 1 and 2; thence with the line between said two lots northwardly 187 feet to the southerly margin of said Road; thence with said Road eastwardly 75 feet, more or less, to the beginning.

Being the same property conveyed to Searcy B. Page and wife, Mary Maxine Page, by deed from John W. Holt and wife, Mary Jewell Holt, of record in Book 2884, Page 323, Register's Office for Davidson County, Tennessee.

Tract 2:

Land in Davidson County, Tennessee, being part of Lot No. 12 in the Cowden Subdivision, Section 6, not of record, described as follows:

BEGINNING on a rock in the south boundary line of Lellyette Avenue, 187 feet south of Charlotte Road Highway, and running south 72 degrees 46 minutes west 53.4 feet to a rock; thence south 72 degrees 46 minhtes west 1.1 feet to a point in the northerly boundary line of Patton property as described in deed in Book 3283, Page 211, Register's Office for said County; thence from said point of Patton's northerly line, southerly 75 feet, more or less, to a point in the southerly boundary of Patton's tract; thence with Patton's southerly boundary line from said point north 83 degrees east 53.3 fee to a point in the west boundary of Lellyette Avenue; thence with same 80 feet to the point of beginning.

Being part of the same property conveyed to Searcy B. Page and wife, Mary Maxine Page, by deed from Ernest Richard Patton and wife, Peggy Ann Patton, of record in Book 3283, Page 211, Register's Office for Davidson County, Tennessee.

INSTRUMENT PREPARED BY GERI SEXTON

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR BOOK 6312 PAGE 423

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		PREE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			175000.00- CONT.	
			150000.00- MONT.	
			455.00 CSTAX	
			148.50 MSTAX	
			.50 PREE	
			9.00 WDEED	
			CHECK 612.50-	
			3770A06/11/84 DPL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 28081

IDENTIF. REFERENCE

JUN 11 9 43 AM '84

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN.

No. 0042807