mail

This instrument prepared by Douglas R. Berry, Attorney, 917 Two Mile Parkway, P.O. Box 976, Goodlettsville, TN 37072

INSTALLMENT DEED

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ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
WILLIAM H. POSEY, et ux	OWNER	83-3
(NAME)	(NAME)	
2018 Straightway Ave		8
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	15DA 38544
Nashville, Tn. 37206		
(CITY) (STATE) (P.O. ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of Fifteen Thousand and No/100 ($15,000.00)---------- Dollars,

of which One Thousand Five Hundred and No/100 ($1,500.00)---------- Dollars, has been paid in cash,

the receipt of which is hereby acknowledged, and for the remainder Thirteen Thousand Five Hundred and No/00 -------- ($13,500.00)---------- Dollars,

WILLIAM H. POSEY and wife, SUSIE J. POSEY has executed their promissory note payable to Carl F. Cotten and wife, Shirley J. Cotten, in 72 equal monthly installments in the amount of $256.97 each, including principal and interest at the rate of 11% per annum, beginning June 1, 1985.

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,

CARL F. COTTEN and wife, SHIRLEY J. COTTEN

have this day bargained and sold, and do hereby transfer and convey unto the said

WILLIAM H. POSEY and wife, SUSIE J. POSEY, their (successors), heirs and assigns,

certain real estate in DAVIDSON County, Tennessee as follows:

Being the southerly part of the easterly 25 feet of Lot NO. 10 and the southerly part of the westerly 25 feet of Lot No. 9 on the Map showing C. H. Wallers Subdivision of part of Lots No. 42 & 43, in Brownsville, as of record in Book 547, page 163, Register's Office for Davidson County, Tennessee, being the westerly 50 feet of Lot No. 9 and the westerly 50 feet of the southerly part of Lot No. 13 on the unrecorded plan of the Kirkpatrick property, described according to a survey made by George W. Watkins, Surveyor, April 25, 1958, as follows:

Beginning on the northerly margin of Creighton Avenue, or Street, at the southwest corner of the property conveyed to Pyramid Property Company by deed from R. D. Johnson and wife, of record in Book 2705, page 95, said Register's Office; thence with said Avenue, or Street, easterly 50 feet to the southwest corner of the property conveyed to Daniel Van Pelt and wife, by deed from Pyramid Property, of record in Book 2808, page 135, said Register's Office; thence with the westerly line of said Van Pelt property,northerly 174 feet, more or less, to the southerly line of the conveyed to Clayton M. Morse and wife, by deed from R. D. Johnson and wife, of record in Book 1629, page 78, said Register's Office; thence with said line, westerly 50 feet to the southwest corner of said Morse property; thence southerly 178.90 feet to the beginning.

Being the same property conveyed to Carl F. Cotten and wife, Shirley J. Cotten, by deed from Charlene C. Seigenthaler and husband, Bobby J. Seigenthaler, of record in Book 5315, page 662, Register's Office for Davidson County, Tennessee.

unimproved ( )
This is improved (X) property, known as 123 Creighton Avenue, Nashville, Tennessee

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 15,000.00

Affiant

Subscribed and sworn to before me, this the 2nd day of May, 19 85

My commission expires: October 19, 1986
(Affix Seal)

Notary Public

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantees, 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 unencumbered.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said grantees, their (successors), heirs and assigns, against the lawful claims of all persons whomsoever.

The indebtedness hereby secured may not be transferred to or assumed by any other person without the prior written consent of the legal holder thereof.

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 .....

.....DAVIDSON.....

hereinafter referred to as trustors, hereby transfer and convey unto DOUGLAS R. BERRY, 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 $ ...acv..... , 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.

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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 the case of 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 successors 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 statutory right of redemption is 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 and 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 ..... 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 2nd day of May, 19 85 the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

Carl F. Cotten
CARL F. COTTEN

William H Posey
WILLIAM H. POSEY

Shirley J. Cotten
SHIRLEY J. COTTEN

Susie J Posey
SUSIE J. POSEY

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me the undersigned, a Notary Public in and for said County and State, Carl F. Cotten, Shirley J. Cotten, William H. Posey and Susie J. Posey

the within named bargainor s, 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 Goodlettsville, Tennessee, this 2nd day of May, 19 85

Commission expires October 19, 1986

James R. Anderson
Notary Public

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 at ....., Tennessee, this ..... day of ....., 19 ...

Commission expires ..... Notary Public

FILED FOR RECORD AND RECORDED IN IDENTIF. REFERENCE
DAVIDSON COUNTY, TN
MAY 9 56 AM '85
REGISTER

05/07 57.00- CHECK

3204

J.O 24: 57.

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

15000.00- CAMT.
13500.00- MAMT.
39.00 CSTAX
11.50 MSTAX
.50 PRFEE
6.00 WDEED
CHECK 57.00-
FC04005/07/85 R4 .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

J.O 2 4:5 7

IDENTIF. REFERENCE

MAY 7 9 9:56 AM '85

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 131954