Mail

BOOK 6593 PAGE 497

This instrument was prepared by:
Arnold Peebles, Attorney
306 Gay Street
Nashville, TN 37201

Map 81-11
Par 388 Js

INSTALLMENT DEED

FOR AND IN CONSIDERATION OF SIXTEEN THOUSAND, FIVE HUNDRED DOLLARS ($16,500.00) of which TWO THOUSAND DOLLARS ($2,000.00), has been paid in cash, the receipt of which is hereby acknowledged, and the remainder of FOURTEEN THOUSAND, FIVE HUNDRED DOLLARS ($14,500.00), WILLIE GREENE and wife, VIOLA GREENE have executed one note of even date herewith in the principal sum of $14,500.00, payable to the order of LUCILLE DORRIS in 96 monthly installments of $150.00 each, and the 97th installment being $100.00, the first installment falling due one month from date and the others monthly thereafter until the principal has been paid in full, said note may be paid off at any time without penalty, and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, and attorney fees, a lien is expressly retained on the land herein conveyed. I, LUCILLE DORRIS, unmarried, have this day bargained and sold, and do hereby transfer and convey unto the said WILLIE GREENE and wife, VIOLA GREENE, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being the northerly 44 feet of Lot No. 278 on the Plan of McGavock, Wetmore and Others' Addition, called the Town of McGavock, as of record in Book 21, page 41, Register's Office for said County. Said part of said lot fronts 44 feet on the westerly side of 14th Avenue North, formerly Alberta Street and extend back between parallel lines 170 feet to an alley.

Being the same property conveyed to James T. Ridley and wife, Milla D. Ridley by deed from Emily Hicks et al, of record in Book 1553, page 127, said Register's Office.

Being the same property conveyed to Lucille Dorris by Affidavit of Heirship, of record in Book 5627, page 007, said Register's Office.

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is $16,500.00.

Subscribed and sworn to before me, this the 21st day of October, 1985.

Affiant

Notary Public

unimproved( )
This is improved (X) property, known as 1629 14th Avenue North, Nashville, Tennessee.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said WILLIE GREENE and wife, VIOLA GREENE, their 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 WILLIE GREENE and wife, VIOLA GREENE, their heirs and assigns, against the lawful claims of all persons.

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 $16,500.00, 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, 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 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 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 lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said 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 lawful owner and holder of said indebtedness of all sums with interest, so expended by said 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 Courthouse in said County to the highest bidder for cash, at public outcry, free from the equity of redemption, homestead, cower 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 the 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 trust 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 note, is hereby authorized and empowered to name and appoint a successor to execute this trust by an

instrument in writing to be recorded inthe 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 21st day of October, 1985, the corporate party, if any, having its name to be signed hereto by its duly authorized officers on said day and date.

WILLIE GREENE

LUCILLE DORRIS

VIOLA GREENE

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me [illegible], a Notary Public in and for said County and State, LUCILLE DORRIS, WILLIE GREENE and wife, VIOLA GREENE, 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 this 21st day of October, 1985.

NOTARY PUBLIC

My Commission Expires: [illegible]

Buyer: Willie Greene and Viola Greene

1629 14th Avenue, North

Nashville, Tennessee

Taxes to be Mailed to:

Willie Greene and Viola Greene

1629 14th Avenue, North

Nashville, Tennessee

Map No. ____

Parcel No. ____

OFFICIAL RECEIPT

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

RECEIVED OF_____

FOR_____

BOOK 6693 PAGE 503

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

16500.00- CONT.
14500.00- MORT.
42.90 COTAX
12.50 MTAX
.50 PROB
10.00 MDF
DUPLICATE 73.90

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

47966 IDENTIFICATION REFERENCE Oct 28 10 22 AM '85 FELIX Z. WILSON REGISTER 0687A10/28/05 BNL .0

No. 186048