Installment Deed

BOOK 7984 PAGE 421

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Benjamin S. Mitchell, Et Ux	Benjamin S. & Ann R. Mitchell	92-07-355
(NAME:) 7750 Strawberry Hill Road	(NAME:) 7750 Strawberry Hill Road	Field Book No.
(STREET ADDRESS OR ROUTE NUMBER) Goodlettsville, TN 37072	(STREET ADDRESS) Goodlettsville, TN 37072	3W-01560
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

Mail

FOR AND IN CONSIDERATION of the sum of Forty-Five-Thousand ($45,000.00) *Dollars,*

of which Five-Thousand ($5,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Forty-Thousand ($40,000.00) *Dollars,*

the grantees have executed their note payable to Annie E. Hyde Johnson in two-hundred-forty (240) monthly installment payments in the sum of Three-Hundred-Eighty-Six-Dollars-And-One-Cent ($386.01), each. The first of the said installment payments shall become due and payable on the third (3rd) month after closing date, the second (2nd) installment payment shall become due and payable on the sixth (6th) month after closing date, and thereafter, the remaining installment payments shall become due and payable on the 28th day of November, 1989, and a similar monthly installment payment of Three-Hundred-Eighty-Six-Dollars-And-One-Cent ($386.01), each, on the same day of each succeeding month thereafter until the balance is paid in full. The said note bears interest at the rate of ten percent (10%) per annum, of which is included in each of the said installment payments,

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,

Annie E. Hyde Johnson and Will Henry Johnson, Sr. *have this day bargained and sold, and do hereby transfer and convey unto the said* Benjamin S. Mitchell and wife, Ann R. Mitchell their *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in Davidson County, Tennessee, being a certain tract of land in Davidson County, Tennessee, being known as City Nos. 1908-10 Jo Johnson Avenue, in the Eighth Ward.

Said Lot fronts fifty-four (54) feet, more or less, on Jo Johnson Avenue, running one hundred fifty (150) feet to a dead line; said lot being on the north side of Jo Johnson Avenue and on corner of first alley west of Nineteenth (19) Avenue North, and on the east side of said alley.

Being the same property conveyed to Annie E. Hyde Johnson, by deed from Mose J. Davie, Trustee, of record in Book 6607, Page 241, Register's Office for Davidson County, Tennessee.

"Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $ 40,000.00"

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 45,000.00

Affiant

Subscribed and sworn to before me, this the ____ day of April, 19 89

My commission expires: 9-26-92 (Affix Seal)

MOSE J. DAVIE Notary Public

This is improved (X) / unimproved ( ) property, known as 1908-10 Jo Johnson Avenue, Nashville, TN 37208 (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 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* Benjamin S. Mitchell and wife, Ann R. Mitchell 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 grantees, Benjamin S. Mitchell and wife, Ann R. Mitchell *hereinafter referred to as trustors, hereby transfer and convey unto* Mose J. Davie, *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 $ 45,000.00, *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.*

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 convenance 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.

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 *hand*s *this* 27th *day of* April, *19*89, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Annie E. Hyde Johnson
ANNIE E. HYDE JOHNSON

Benjamin S. Mitchell
BENJAMIN S. MITCHELL

Will Henry Johnson Sr
WILL HENRY JOHNSON, SR.

Ann R. Mitchell
ANN R. MITCHELL

STATE OF TENNESSEE
COUNTY OF Davidson

Personally appeared before me, Mose J. Davie, *a Notary Public in and for said County and State, the within named* Annie E. Hyde Johnson, Will Henry Johnson, Sr., Benjamin S. Mitchell, and Ann R. Mitchell,

the bargainor S, *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* 27th *day of* April, *19*89.

My commission expires 9-26-92 *Notary Public* MOSE J. DAVIE

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 purposes therein contained by signing the name of the corporation by the said* _____ *as* _____ *and attesting the same by the said* _____.

Witness my hand and seal, at office in _____

day of _____, *19*____.

_____

Commission expires _____

IDENTIF. REFERENCE
8 25 2
NOV 25 2 13 PM '89
FELIX E. DAVIDSON COUNTY REGISTER

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS
$ 45,000.00
Benjamin S. Mitchell
Affiant
SUBSCRIBED AND SWORN TO BEFORE ME, THIS
THE 10th DAY OF May 1989.
L. Chandler
Deputy Register

INSTALLMENT DEED

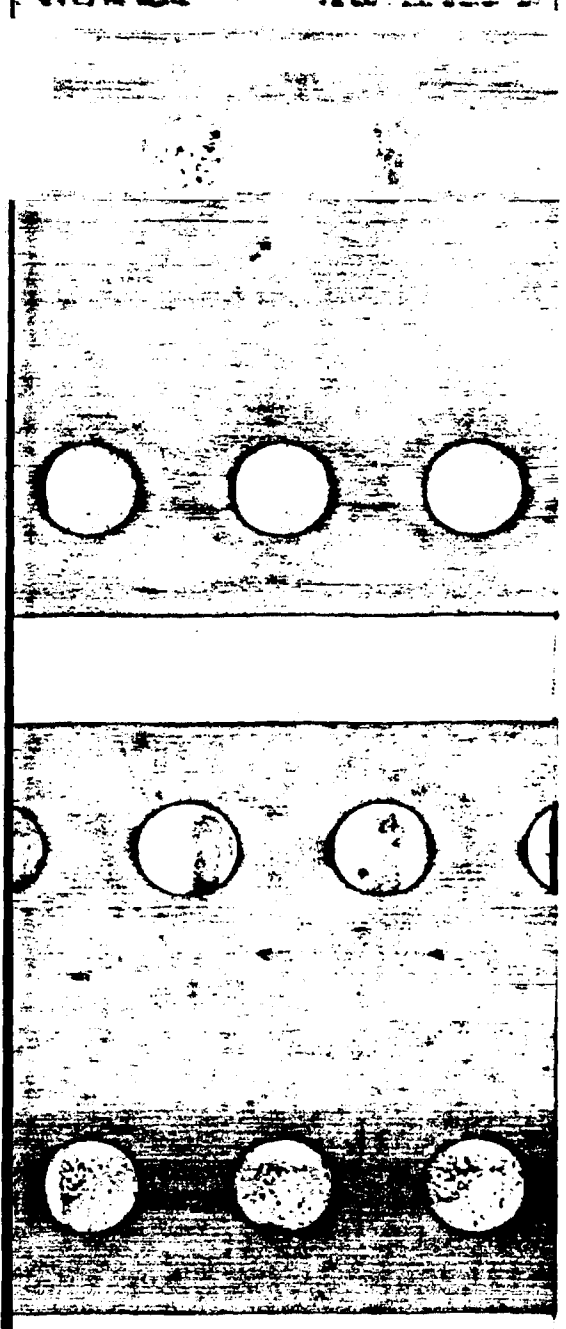
FROM
Annie E. Hyde Johnson and
Will Henry Johnson, Sr.

TO
Benjamin S. Mitchell and wife,
Ann R. Mitchell

4641 11/ 03CHECK 199.20

THIS INSTRUMENT PREPARED BY:
MOSE J. DAVIE
1026 4th Ave., N.
Nashville, TN 37219
(615) 256-6119
Responsibility No.: 2318

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



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 TAX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TAX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL

CAMT 45000.00
MAMT 40000.00
CON TX 148.50
MOR TX 43.70
PRFEE 1.00
BANKED 6.00
TOTAL 199.20
CHECK 199.20

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

11/15/89 01 12:12 0001 4641

82252

IDENTIF. TREFERENCE

Nov 15 12 14 PM '89

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY TN.

No. 267471