Bill Garrett Davidson County
Batch# 108762 DEEDQC
06/25/2018 04:03:21 PM 3 pgs
Fees: $17.00 Taxes: $0.00
20180625-0061179

# QUITCLAIM DEED

This instrument was prepared by: Vera Holland [*Name*]
914 Manila St [*Street or Postal Address*]
Nashville, TN 37206 [*City, State, Postal Code*]

| | |
|---|---|
| Name and address of the new owner (the Grantee): | MITCHELL HOLLAND JR. 228 BAYLEE MIKA PL. JOELTON |
| Name and address of the Mortgagee (the holder of a mortgage loan): | |
| Tax map parcel number: | 082040372.00 |
| Mail tax bills to: | Mitchell Holland Jr 914 Manila St Nashville, TN 37206 |

In consideration of Zero Dollars and other valuable consideration paid, the receipt of which is acknowledged, I, VERA HOLLAND, the Grantor, sell, transfer, and convey to MITCHELL HOLLAND JR., the Grantee, all of my right, title and interest in the following real estate:

IN THE COUNTY OF Davidson, STATE OF TENNESSEE: [*legal description*]

914 Manila St, Nashville, TN 37206

Current Source of title - book 4203 pg. 825

map + parcel # 082.04.0.372.00

No boundary survey of the real estate was made at the time of this conveyance, and the description of it is not different from that shown in any previous deed. FOR PRIOR TITLE, see Book 4203 Page 825 in the Register's Office of Davidson County, Tennessee.

Taxes for the year _____ are assumed by the Grantee.

THIS CONVEYANCE IS SUBJECT TO MATTERS OF PUBLIC RECORD including the following: (1) governmental zoning and other ordinances and regulations; (2) utility, sewer,

drainage, and other easements and stipulations; and (3) subdivision and condominium covenants, conditions, declarations, and other restrictions.

THIS CONVEYANCE IS ALSO SUBJECT TO (1) the rights of tenants or claims of tenants in possession under oral, or written but unrecorded, leases or other agreements and (2) _____.

Witness my hand this 25th day of June, 2018.

Vera Holland
Grantor

**Acknowledgement**

STATE OF Tennessee
COUNTY OF Cheatham

On the 25th day of June, 2018, before me personally appeared Vera Holland, the Grantor, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument and acknowledged that he or she executed the same as his or her free act and deed.

Deborah Sauls
Notary Public

DEBORAH SAULS STATE OF TENNESSEE NOTARY PUBLIC CHEATHAM COUNTY

My commission expires: 2/28/22.

**Affidavit of Value**

STATE OF Tennessee
COUNTY OF Cheatham

I swear or affirm that the actual consideration for this transfer, or the value of the property transferred, whichever is greater, is $0.00. That amount is equal to or greater than the amount which the property would command at a fair and voluntary sale.

Mitchell Holland Jr
Grantee

Sworn to and subscribed before me this 25th day of June, 2018.

Deborah Sauls
Notary Public

DEBORAH SAULS STATE OF TENNESSEE NOTARY PUBLIC CHEATHAM COUNTY

My commission expires: 2/28/22.

Exhibit A

OWNER: John L. Holland
mc/o General Realty Co.
508 Stahlman Bldg.
Nashville, Tenn.

TAX NOTICES: Kimbrough-Kavanaugh
416 Union St. Nashville, Tenn

Map 82-4
Pac. 372

# INSTALLMENT DEED — NASHVILLE TITLE COMPANY

BOOK 4200 PAGE 825

INSTRUMENT WAS PREPARED BY
BOBBY C. CUNNINGHAM, ATTORNEY
508 STAHLMAN BUILDING
NASHVILLE, TENNESSEE

FOR AND IN CONSIDERATION OF the sum of TEN THOUSAND FIVE HUNDRED AND NO/100---------- DOLLARS of which $ 500.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees do execute their promissory installment note of even date herewith in the principal sum of TEN THOUSAND AND NO/100 DOLLARS ($10,000.00) together with interest at the rate of 6% per annum payable as follows: The sum of SIXTY-FOUR AND 44/100 DOLLARS ($64.44) on the first day of each month beginning February 1, 1965, and thereafter on the first day of each succeeding month for three hundred installments. In addition and simultaneously with the above mentioned monthly installments the makers of the note agree to pay one-twelfth of the annual hazard insurance premium and one-twelfth of the annual real estate taxes. It is understood and agreed that there is a prior encumbrance of record in the principal balance of $ 9,234.78 which amount is embraced within this indebtedness and which the holder of this instrument (the note herein described) covenants and agrees to amortize out of the installments received on this note.

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

S. K. Grayson and wife, Frances E. Grayson

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

John L. Holland and wife, Vera Gray Holland

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being the westerly 28 feet of Lot No. 19 and the Easterly 26 feet of Lot No. 18 on the plan of James Burns Subdivision as of record in Book 421, Page 40, Register's Office of Davidson County, Tennessee, more particularly described as follows:

Said parts of said lots adjoin and front together 54 feet on the southerly side of Burns Park Street and run back between parallel lines 150 feet to a 15-foot alley in the rear, measuring 54 feet thereon. (Burns Park Street now known as Manila Street)

Being the same property conveyed to S. K. Grayson and wife, Frances E. Grayson, by deed from Bazel Pierce Knowles, and wife Mary Louise Knowles, as of record in Book _____, Page _____; Register's Office for Davidson County, Tennessee

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their 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 the said real estate to said grantees, their 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 notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said grantees herein do hereby transfer and convey unto Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantees do hereby 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 at least the sum of $ until the notes herein secured are 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 and holder of said notes, as his interest may appear. We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment. Now, if we, the said grantees, shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if we fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; or fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, 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 notes, or any of said notes then past due and unpaid, all remaining unpaid notes 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 conveyance. We agree that the Trustee, may at any time, after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. We further agree 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: