Installment Deed

FOR AND IN CONSIDERATION of the sum of SIX THOUSAND FIVE HUNDRED AND NO/100 ($6,500.) *Dollars,*

of which ONE THOUSAND FIVE HUNDRED and NO/100 ($1,500.) ~~000~~ *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder FIVE THOUSAND AND NO/100 ($5,000.00) *Dollars,*

TRI-COUNTY CONCRETE COMPANY, INCORPORATED *has executed*

its note of even date and made payable to "Myself" in said amount of $5,000.00 payable $75.00 monthly, payments to be first credited to interest at the rate of 6% 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, JOHN E. McCORD and ROBERT B. ELIZER

have this day bargained and sold, and do hereby transfer and convey unto the said TRI-COUNTY CONCRETE COMPANY, INCORPORATED, ITS *(successors), ~~heirs~~ and assigns,*

certain real estate in Davidson *County, Tennessee, as follows:*

Land in the town of Goodlettsville, Davidson County, Tennessee, beginning at the intersection of the center line of Connell Street with the center line of McCasland Street; thence in the northerly direction with the center line of McCasland Street 216 feet, more or less, to the center of a stream crossed by McCasland Street, thence in the westerly direction with the center of said stream 97 feet, more or less, to a point in the center of said stream; thence in a southerly direction 216 feet, more or less, to a point in the center line of Connell Street; thence in an easterly direction with the center line of Connell Street 115 feet, more or less, to the point of beginning.

Being the property described as Tract No. 3 in the deed of Mrs. Mollie B. Vecchione, of record in Book 921, page 646, Register's Office for Davidson County, Tennessee, and being part of the property devised under the Will of Lee Vecchione, of record in Will Book 59, page 30, County Court Clerk's Office for Davidson County, Tennessee, title to which was vested in Lee J. Vecchione and Mrs. Louise J. Vecchione by property settlement under Rule No. 38779, in the County Court of Davidson County, Tennessee, of record in Book 3099, page 61 to 70 inclusive, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to John E. McCord and Robert B. Elizer by deed from Lee J. Vecchione and wife, Theora Vecchione, and Mrs. Louise J. Vecchione, a widow, of record in Book , page , Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto, belonging, to the said TRI-COUNTY CONCRETE COMPANY, INCORPORATED, ITS (*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* TRI-COUNTY CONCRETE COMPANY, INCORPORATED, ITS (*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 TRI-COUNTY CONCRETE COMPANY, INCORPORATED *hereinafter referred to as trustors, hereby transfer and convey unto* L. KENNETH JOHNSON, *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 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 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 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 Register's 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.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 11th *day of* May, *19* 64.

John E. McCord

John E. McCord

Robert B. Elzer

Robert B. Elzer

TRI-COUNTY CONCRETE COMPANY, INC.

X William E. Binkley

William E. Binkley, President

James T. Lawson

James T. Lawson, Secretary-Treasurer

STATE OF TENNESSEE }

COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* JOHN E. McCORD, AND ROBERT B. ELZER

*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* 11th *day of* May, *19* 64.

Matt N. Werner, *Notary Public*

NOTARY PUBLIC AT LARGE STATE

Commission expires July 25, 1964

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BOOK 3796 PAGE 385

Before me, the undersigned, **a Notary Public in and for the State and County aforesaid, personally appeared** WILLIAM E. BINKLEY **and** JAMES T. LAWSON, **with whom I am personally acquainted, and who upon oath acknowledged** themselves **to be the** President **and** Secretary, Treasurer **respectively, of** TRI-COUNTY CONCRETE COMPANY, INC., **a corporation, the bargainor, and that** they **as such** President **and** Secretart, Treasurer, **being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the said corporation by the said** WILLIAM E. BINKLEY **as such** President, **and attesting the same by the said** JAMES T. LAWSON **as such** Secretary-Treasurer

Witness my hand and official seal at Goodlettsville, **Tennessee, this, the** 11th **day of** May, **19** 64

Matt N. Thomson
Notary Public

My commission expires: JULY 25, 1964

STATE OF TENNESSEE }
COUNTY OF ..... }

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 in ....., *this* .....*day of* ....., *19*.....

Notary Public

Commission expires .....

INSTALLMENT DEED

FROM

JOHN E. McCORD, ET AL

TO

TRI-COUNTY CONCRETE CO., INC.

Compliments of

Madison Title Company
MADISON, TENNESSEE

Representing

Southern Title Insurance Company
4277 Lyons View Pike
KNOXVILLE, TENNESSEE

44180

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

JUL 31 12 15 PM 1964
NOTE: 300
RECORDING FEE 2.75
DEP. REG.
109 PAGE 615

STATE TAX $
PROBATE
TOTAL $ .50

JUL 31 1964

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

PAID JUL 31 1964