Installment Deed

FOR AND IN CONSIDERATION of the sum of (5,350.00)

Five thousand three hundred fifty and No/100---------- *Dollars,*

of which ($250.00)

Two hundred fifty and No/100---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder ($5,100.00)

Five thousand one hundred and No/100---------- *Dollars,*

we, John Gaines, Sr. and wife, Mary H. Gaines *ha ve executed* one promissory note of even date herewith in the principal amount of $5,100.00 payable to M. H. Webb in monthly installments of $45.00 each. Interest at the rate of 6% per annum is included in the $45.00 monthly installments. Said installments are first to be applied to the interest with the remainder being applied to the principal. The first of these installments is to fall due on September 1, 1964, and on the 1st day of each succeeding month thereafter until this note is paid in full.

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, M. H. Webb and wife, Ida Nell Webb

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

John Gaines, Sr. and wife, Mary H. Gaines

their *(successors), heirs and assigns,*

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

Being parts of lots Nos. 5 and 6 on the unrecorded plan of the subdivision of the J. S. Spurlock Lands, described partly according to a survey made by Z. J. Wilkinson, Surveyor, June 17, 1963, as follows:

Beginning on the westerly margin of Old Buena Vista Road at the northeast corner of the property conveyed to Luther E. Birdsong and wife, by deed from M. H. Webb and wife, of record in book 3709, page 414, Register's Office for said County; thence with said Birdsong's northern boundary line south 45° 15' west 328 feet; thence north 14° 15' west 59 feet; thence north 45° 15' east 297 feet to the westerly margin of Old Buena Vista Road; thence with the same southerly 50 feet to the beginning.

Being part of the real property conveyed to M. H. Webb by deed from Edward J. Raggett and wife, dated April 18, 1963, filed April 24, 1963 and recorded in book 3535, page 41, said Register's Office.

Water rights in and to a well and pump located to the south of the property herein described are hereby conveyed to the Grantee in this instrument.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said John Gaines, Sr. and wife, Mary H. Gaines *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.* **except as herein stated and 1964 taxes which have been pro rated and assumed by the Purchasers.**

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* John Gaines, Sr., and wife, Mary H. Gaines *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 John Gaines, Sr., and wife, Mary H. Gaines *hereinafter referred to as trustors, hereby transfer and convey unto* Joe B. Webb*, 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 $*indebtedness*, 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 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 1st *day of* August, *19* 64

H. C. Webb

Ida Nell Webb

John Gaines Sr.

Mary H. Gaines

NOTARY PUBLIC DAVIDSON COUNTY TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, H. C. Webb, *a Notary Public in and for said County and State,* M. H. Webb and wife, Ida Nell Webb and John Gaines, Sr., and wife, Mary H. Gaines *the within named bargainors, 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, *Tennessee, this* 1st *day of* August, *19* 64

H. C. Webb
Notary Public

Commission expires 5/8/67

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BOOK 3802 PAGE 177

STATE OF .....

COUNTY OF .....

Personally appeared before me, ...a Notary Public in and for said County and State, ...

.....

the within named bargainor....., with whom I am personally acquainted, and who acknowledged that..... executed the within instrument for the purposes therein contained.

Witness my hand and official seal at....., this.....day of....., 19.....

.....*Notary Public*

Commission expires.....

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 corporatoin by .....self as.....

Witness my hand and seal, at office in....., this.....day of....., 19.....

.....*Notary Public*

Commission expires.....

STATE TAX $ 2.00
PROBATE 50
TOTAL $ 2.50 PAID AUG 17 1964

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

$ 350.00

INSTALLMENT DEED

FROM

M. H. Webb, et ux

TO

John Gaines, Sr.

DOCUMENTARY
3.30

DOCUMENTARY
2.75

46487

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

AUG 17 1 23 PM '64

NOTED BOOK 109 PAGE 220
RECORDING FEE $ 2.50
DEP. REG. C.

Compliments of

Guaranty Title Company

A Division of

Kansas City Title Insurance Company

American Trust Building

S. W. Cor. Third & Union

NASHVILLE, TENNESSEE

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