New Owners:

Mr. & Mrs. R.E. Trudell
Route # 1
Brentwood, Tennessee

Send Tax Notices to:

Mr. & Mrs. R. E. Trudell
Route # 1
Brentwood, Tennessee

Map-Parcel Number:

Parcel No. 6D-7488

BOOK 3816 PAGE 322

MAP 161
PAR 41+42
EW

Installment Deed

FOR AND IN CONSIDERATION of the sum of Thirty-five thousand and 00/100 ($35,000.00)- *Dollars,*

of which One thousand seven hundred fifty and 00/100 ($1,750.00)- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Thirty-three thousand two hundred fifty and 00/100 ($33,250.00) - - - - - - - - - - - - - - - - *Dollars,*

R. E. Trudell and wife, Mary Frances Trudell,

have executed

a promissory note of even date herewith in the amount of Thirty-three thousand two hundred fifty and 00/100 ($33,250.00) Dollars, payable nine (9) months from date, or when the Buyers receive their funds for the sale of certain land to the Corps of Engineers, whichever event occurs first, and bearing interest at 6% per annum,

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, I, Rachel Sperry Drumright, being one and the same person as Rachel Sperry Drumwright,

have this day bargained and sold, and do hereby transfer and convey unto the said R. E. Trudell and wife, Mary Frances Trudell,

their *(successors), heirs and assigns,*

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

Two tracts of land in the 6th, formerly 8th, Civil District of Davidson County, Tennessee, described as follows:

TRACT NO. ONE: Being the northwest corner of Lot No. 6 on the Map of James W. Williams' land, of record in Minute Book 2, page 103, of the County Court for said County, and described according to a copy of a survey thereof made in November, 1944, by H. B. Fowlkes, Surveyor, as follows:

Beginning at a stone, the northwest corner of said lot No. 6 in the south line of Lot No. 7; thence with the line between lots Nos. 6 and 7 south 87° 30' east 257.4 feet to a point at the corner of lots Nos. 6, 7 and 8; thence with the line between lots Nos. 6 and 8 crossing a creek south 88° 45' east 18 feet to a point; thence leaving the line between lots Nos. 6 and 8 south 71° 15' east 72.5 feet to a point; thence south 5° 10' west crossing said creek 116 feet to an elm; thence south 0° 45' west 71 feet to a point; thence south 9° 50' west 113 feet to a hackberry just west of the creek; thence north 84° 30' west 247 feet to a point; thence south 77° 30' west 94.5 feet to a stone in the east line of the lands of Mrs. J. W. Holland, being the westerly line of Lot No. 6; thence with Mrs. Holland's east line north 3° 45' east 330 feet to point of beginning, containing 2.504 acres, more or less.

TRACT NO. TWO: Being Lot No. 7 in the Partition of the lands of James S. Williams, deceased, by decree of the County Court of said County, entered in Minute Book 2, page 99, in the cause of J. T. Williams, Administrator vs. Walter W. Warren, et al, described as follows:

Beginning at a stake, William Blackman's northeast corner, and running thence north 87½° west 25 poles to a stone at the east end of a stone fence; thence with Floyd Owen's east line north 2-3/4° east 117 poles to a point in a County Road; thence with said road south 76° east 38½ poles to a stone, the northwest corner of lot No. 8; thence with the line between lots Nos. 7 and 8 south 3/4° west 89.68 poles to a point in the center of a creek in the north line of Lot No. 6; thence north 87½° west 15.6 poles to a stone, the northwest corner of said lot No. 6; thence with the west line of said lot No. 6 south 3-3/4° west 20 poles to the beginning, containing 26 acres, more or less.

Included in the above description but excluded therefrom is the following described tract of land:

Beginning at a point in the center line of Old Hickory Boulevard where the property line between Granbery and Holland extended southwardly would intersect; thence in a northeasterly direction along the center line of said Boulevard 307 feet, more or less, to a point of curvature of an 8° curve to the right and continuing in a straight line 273 feet, more or less, to the center line of the Hill Road; thence in a westwardly direction along the center line of said Hill Road 489 feet, more or less, to the property line between Granberry and Holland; thence southwardly 432 feet, more or less, along said property line to the point of beginning.

Being the same real property conveyed to Willie Lee Drumwright and wife, Rachel Sperry Drumwright, by deed from Forrest May and wife, dated October 30, 1947, filed October 30, 1947, and recorded in Book 1538, page 391, Register's Office for said County, the said Willie Lee Drumwright having since died.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said R. E. Trudell and wife, Mary Frances Trudell, their *(successors), 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,* except by taxes for 1964, which are assumed by the grantees.

I further covenant and bind myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* R. E. Trudell and wife, Mary Frances Trudell, 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 R. E. Trudell and wife, Mary Frances Trudell, *hereinafter referred to as trustors, hereby transfer and convey unto* Hugh C. Howser, *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 full insurable value, *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 truste 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 8th *day of* September, *19*64









Rachel Sperry Drumright
R. E. Trudell
Mrs Mary Frances Trudell

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Thomas O. Binkley, *a Notary Public in and for said County and State,* Rachel Sperry Drumright, R. E. Trudell and wife, Mary Frances Trudell,

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* 8th *day of* September, *19*64

Commission expires 27 July 1965

Thomas O. Binkley *Notary Public*

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 $ 52.50
PROBATE 50
TOTAL $ 53.00

SEP 28 1964

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

PAID SEP 28 1964

INSTALLMENT DEED

FROM Rachel Sperry Drumright

TO R. E. Trudell, et ux

52110

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

SEP 28 12 45 PM '64

NOTE BOOK 110 PAGE 126
RECORDING FEE $ 2.75
DEP. REG. e

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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