Mail to Lucille Brown
S. Nevils
4132 Hydes Ferry Pk
Nashville Tenn

BOOK 3854 PAGE 676

Map 69-7
Par. 9
13D 1115 m.o.

Installment Deed

FOR AND IN CONSIDERATION of the sum of EIGHT THOUSAND TWENTY-FIVE .....
($8,025.00) ..... *Dollars,*

of which Sherman Nevils and wife, Amanda Nevils

..... *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder .....

..... *Dollars,*

..... *have executed*

their one monthly installment note, of even date herewith, payable in 15 years in monthly installments of $67.51 each. Said payment includes both principal and interest at 6% to be credited first to interest on unpaid balance and the remaining sum to the principal amount. The first of said installments falls due and becomes payable on the 27th February, 1965, and the succeeding payments on the day of each succeeding month until 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, I, M. G. Ferguson, Trustee

.....

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

Sherman Nevils and wife, Amanda Nevils, their

.....*(successors), heirs and assigns,*

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

Land in the 13th, formerly the 23rd Civil District of Davidson County, Tennessee, described as follows:

BEGINNING at a point in the center of Hydes Ferry Pike, said point being North 47° 45' west 116.2 feet from Charles Brown's southwest corner; thence North 48° 45' East 190 feet to a point; thence North 47° 45' West 150 feet to a point in Jackson and Hargrove's southerly line; thence with Jackson and Hargrove's line, South 48° 45' West 190 feet to a point in the center of Hydes Ferry Pike; thence with the center of said Pike, South 47° 45' East 150 feet to the point of beginning, and described according to a plot plotted on a survey made by Pete Meyer on August 20, 1946.
Being the same property conveyed to Solmica of the South, Inc., a Tennessee Corporation, by deed from Richard D. Bird, Substitute Trustee, as of record in Book 3843, page 963, Register's Office for said County.

This conveyance is made subject to easement for right of way of Hydes Ferry Pike lying within boundaries of premises as herein described.

Included in the above description, but excluded therefrom, is that part of said property conveyed to V. H. Dixon and wife, Henrie B. Dixon, by deed from Sherman Nevils and wife, as of record in Book 2651, page 309, Register's Office for said County, described as follows:

BEGINNING at an iron pin located in the northerly margin of Hydes Ferry Pike, said point of beginning being also the southwest corner of the original tract of record in Register's Office of said County, Book 2596, page 546; running thence with the westerly line of the original tract, being also the westerly line of the herein described tract, north 44° 15' East 183.3 feet to an iron pin; thence South 46° 30' east for a distance of 65 feet to an iron pin; thence South 44° 15' west 183.3 feet to an iron pin located in the northerly margin of Hydes Ferry Pike, North 46° 30' west for a distance of 65 feet to the point of beginning.
Being also the same property conveyed to M. G. Ferguson, Trustee by Warranty Deed from Solmica of the South, Inc as of record in book 3849, page 74, Register's Office, Davidson County, Tennessee. And M. G. Ferguson, being Trustee for Citizens Savings Bank and Trust Company.

Sherman Nevils
4132 Old Hydes Ferry Road

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Sherman Nevils and wife, Amanda Nevils, 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.*



I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Sherman Nevils and wife, Amanda Nevils, 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 Sherman Nevils and wife, Amanda Nevils *hereinafter referred to as trustors, hereby transfer and convey unto* John H. Otey, Jr., *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 $ 8,000.00 *, 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 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 27th *day of* January, *19* 65.

CITIZENS SAVINGS BANK & TRUST COMPANY

M. G. Ferguson

M. G. Ferguson, Trustee

M. G. Ferguson

M. G. Ferguson, President

Sherman Nevils

Amanda Nevils

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Benton B. Hare, *a Notary Public in and for said County and State,* M. G. Ferguson, Trustee, Sherman Nevils and wife, Amanda Nevils

*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 Nashville, *Tennessee, this* 27th *day of* January, *19*65

Benton B. Hare *Notary Public*

Commission expires November 2, 1966

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, Benton B. Hare, *a Notary Public of the State and County aforesaid, personally appeared* M. G. Ferguson, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* President *of the* Citizens Savings Bank & Trust Company, *the within named bargainor, a corporation, and that* he *as such* president, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporatoin by* him *self as* President.

Witness my hand and seal, at office in Nashville, Tennessee
this 27th *day of* January, *19* 65

Benton B. Hare *Notary Public*

Commission expires November 2, 1966

Parcel No. 13D-1115

INSTALLMENT DEED

FROM

M. G. Ferguson, Trustee

TO

Sherman Nevils and wife,

Amanda Nevils

STATE TAX $ 1.65
PROBATE .50
TOTAL $ 2.15

JAN 27 1965

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

PAID JAN 27 1965

66682

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

JAN 27 1 39 PM '65

NOTED BOOK 110 PAGE 275
RECORDING FEE $ 2.15
DEP. REG. .....

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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