# Installment Deed

BOOK 3873 PAGE 900

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| William D. Patton | same | 10D-14355 |
| (NAME:) 1244 Neely's Bend Road | (NAME:) | MAP 11 |
| (STREET ADDRESS OR ROUTE NUMBER) Madison, Tennessee | (STREET ADDRESS) | PAR 26 |
| (CITY) (P. O. ZONE) (STATE) | (CITY) (ZONE) (STATE) | PW |

*FOR AND IN CONSIDERATION of the sum of* Seven Thousand Three Hundred Twelve and 12/100 ----------($7,312.12)---------- *Dollars,*

*of which* One Thousand Eight Hundred Twelve and 12/100---------- ----------($1,812.12)---------- *Dollars, has been paid in cash,*

*the receipt of which is hereby acknowledged, and for the remainder* Five Thousand Five Hundred and no/100 ----------($5,500.00)---------- *Dollars,*

William D. Patton and wife, Edith Marie Patton *have executed*

their promissory note of even date herewith in the amount of $5,500.00, payable to the order of H. W. Caldwell and wife, Sarah S. Caldwell in six annual installments, five for $1,000.00 each payable in 1, 2, 3, 4 and 5 years from date, and the sixth one for $500.00 payable in 6 years from date, plus interest at the rate of 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,* We, H. W. Caldwell and wife, Sarah S. Caldwell,

*have this day bargained and sold, and do hereby transfer and convey unto the said* William D. Patton and wife, Edith Marie Patton, their

*(successors), heirs and assigns,*

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

Land situated in the Tenth Civil District of said County and State, and bounded thus: Beginning on a small elm in the bottom of hollow opposite the John Fox residence; thence north 86-3/4 west 19.64 poles to a stone in corner of paling fence; thence north 2 east 76.36 poles to hickory, Buchanan's corner; thence north 88-1/2 west 150 poles to a point in Jas. Greer's line; thence south 27-1/2 east 16.36 poles to a point in said Greer's line; thence south 34 east 12 poles to center of hollow; thence south 27 east 14 poles to a stake on west bank of small drain; thence south 65-1/2 west 6 poles; thence south 6-3/4 east 31 poles to a stake with hickory and sugar tree pointers; thence south 88-1/2 east 77.48 poles to a stake with pointers; thence south 58-1/2 east 46 poles; thence south 84 east 22.56 poles; thence north 17-1/4 east 21.16 poles to the point of beginning, containing 65.10 acres, more or less. This is the eastern part of a tract of 75 acres, more or less, deeded to Almeda Haley by Wm. S. Foster, Dec. 12, 1870 and later inherited by W. J. Haley. Being the same real property conveyed to H. W. Caldwell by deed from Sue Virginia Key, et al, of record in book 3706, page 171, Register's Office for said County.

This is unimproved ( ) improved ( ) property, known as ..... (House Number) ..... (Street) ..... P. O. Address: ..... (City or Town)

*TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said* William D. Patton and wife, Edith Marie Patton, 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 taxes for 1965 which are prorated and assumed by the grantees.

We *further covenant and bind* ourselves, our .....*heirs and representatives, to warrant and forever defend the title to said real estate to said* William D. Patton and wife, Edith Marie Patton, 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* William D. Patton and wife, Edith Marie Patton, .....*hereinafter referred to as trustors, hereby transfer and convey unto* William O. Lee .....*, 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 $* ---------*, 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* 19th *day of* March, *1965*

W. W. Patton

Sarah L. Patton

William D. Patton

Edith Marie Patton

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

*Personally appeared before me,* Alice McMahon, *a Notary Public in and for said County and State,* ~~Xxxx Xxxxxxxx and wife, Xxxxx Xxxxxxx and wife~~ William D. Patton and wife, Edith Marie Patton, *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* 25th *day of* March, *19* 65

Alice McMahon, *Notary Public*

NOTARY PUBLIC STATE OF TENN. MCMAHON

*Commission expires* April 25, 1966

STATE OF TENNESSEE
COUNTY OF CHEATHAM

*Personally appeared before me,* Rebecca Stewart, *a Notary Public in and for said County and State,* H. W. Caldwell and wife, Sarah S. Caldwell, 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* Ashland City, Tennessee *this* 23rd *day of* March, *19*65

Rebecca Stewart *Notary Public*

*Commission expires* Jan. 23, 1967.

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* .....

Return to
GUAR. TITLE
182943

# INSTALLMENT DEED

FROM

H. W. Caldwell et ux.

TO

William D. Patton et ux.

74063

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

MAR 25 3 29 PM '65

NOTED BOOK 1111 PAGE 275
RECORDING FEE $ 2.75
DEP. REG. 2

#73121.12

STATE TAX $ 1.00
PROBATE
TOTAL $ 1.50

MAR 25 1965

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

PAID MAR 25 1965

Compliments of




Union

NESSEE