Mail Tax St To
B. T Pulley Jr
5 & Lute Dr
Nashville Tenn.

Mail BOOK 3879 PAGE 788
to Pulley

Map 28
Par. 31
14D18080 M.O.

Installment Deed

FOR AND IN CONSIDERATION of the sum of Six Thousand Eight Hundred Fifty and no/100 ---------- *Dollars,*

of which Seven Hundred Fifty and No/100 ($750.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Six Thousand One Hundred ($6,100.00) ---------- *Dollars,*

B. T. Pulley, Jr., and wife, Mary Virginia Pulley,

have executed

their note of even date herewith, payable to the order of Charles E. Jones and wife, Geneva Mae Jones, in 305 equal consecutive monthly installments of Twenty ($20.00) Dollars, each, the first installment being due and payable on May 5, 1965, and one installment being due and payable on the 5th day of each month thereafter until the entire note has matured, said note bearing 6% interest from date, payable monthly,

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, Charles E. Jones and wife, Geneva Mae Jones,

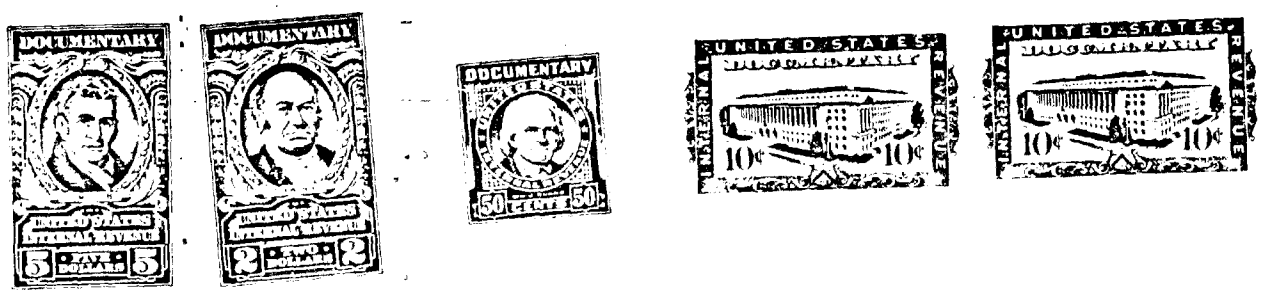
have this day bargained and sold, and do hereby transfer and convey unto the said B. T. Pulley, Jr., and wife, Mary Virginia Pulley, and their ---------- *(successors) heirs and assigns,* the 14th (formerly 24th) Civil District of Davidson *certain real estate in Davidson County, Tennessee, as follows:*

Beginning in the center of Ridge Road, at Hazelwood's) formerly H. W. Proctor's Southeast corner; thence, with the center of said road, South 89° East 400 feet; thence, South 78° East 200 feet; thence South 58½° East 230 feet, leaving said road; thence North 10° East 520 feet; thence North 41½° East 1925 feet to a chestnut in Arington's South line; thence North 87½° West 743 feet; thence North 21-3/4° West 331 feet; thence North 63° West 198 feet; thence North 43½° West 120 feet to a stone; thence South 26° West 1226 feet; thence South 35½° West 667 feet; thence South 12½° West 593 feet to the center of Rifge Road, the point of beginning, containing 50.7 acres, more or less, according to a survey made by John Setters, August 28, 1946.

But included in the foregoing description is a tract of land conveyed to Davidson County by deed from Lester R. Ryan, of record in Book 1637, page 53, Register's Office of Cheatham County, Tennessee, described as follows:

A strip of land from Station 45 + 38 to Station 49 + 25, extending a minimum distance of 25 feet on the right of the center line, having a width sufficient on which to build a 30 foot flat section road with 15 feet on each side of the center line and provide for drainage and standard slopes in cut and fill. And a tract conveyed to Davidson County by the same deed, to-wit: A strip of land from Station 47 + 00 to Station 49 +, extending a minimum distance of 25 feet on the left of the center line, having a width sufficient on which to build a 30 foot flat section road with 15 feet on each side of the center line and provide for drainage and standard slopes in cut and fill.

Being the same property conveyed to Charles E. Jones and wife, Geneva Mae Jones, by deed from Lera Virginia Cunningham Fowler of record in Book 3571, page 361, 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 B. T. Pulley, Jr., and wife, Mary Virginia Pulley, and their ~~grantees~~ *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 by 1965 taxes, which have been prorated, the grantors' share paid to the grantees, and payment assumed by the grantees.

We *further covenant and bind* ourselves and our *heirs and representatives, to warrant and forever defend the title to said real estate to said* B. T. Pulley, Jr., and wife, Mary Virginia Pulley, 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 B. T. Pullry, Jr., and wife, Mary Virginia Pulley, *hereinafter referred to as trustors, hereby transfer and convey unto* B. J. Boyd, *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 $ 1,000.00, *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 5th *day of* April, *19* 65.

Charles E. Jones

Geneva Mae Jones

R. L. Pulley, Jr.

Mary Virginia Pulley

STATE OF TENNESSEE }
COUNTY OF ~~DAVIDSON~~ CHEATHAM }

Personally appeared before me, Rebecca Stewart *a Notary Public in and for said County, and State,* Charles E. Jones and wife, Geneva Mae Jones, and R. L. Pulley, Jr., and wife, Mary Virginia Pulley, they *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* 5th *day of* April, *19* 65.

Rebecca Stewart *Notary Public*

Commission expires January 23, 1967.

INSTALLMENT DEED

FROM

Charles E. Jones and wife,

Geneva Mae Jones,

TO

B. T. Pulley, Jr., and wife,

Mary Virginia Pulley,

58 Lutie St

Nash

STATE TAX $ 1.10
PROBATE
TOTAL $ 1.10

APR 13 1965

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID APR 13 [illegible]

7 6 3 0 3

FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY
STATE OF TENN.

APR 13 1 50 PM '65

RECORDING FEE $ 1.10
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

STATE OF.....
COUNTY OF.....

Personally appeared before me,.....
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*.....

Commission expires.....

.....*Notary Public*

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me,.....*a Notary Public in and*
County aforesaid, personally appeared.....
with whom I am personally acquainted, and who, upon oath, acknowledged.....*that*.....
the within named bargainor, a corporation, and that.....*he as such*.....
being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of
the corporatoin by.....*self as*.....

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

Commission expires.....

.....*Notary Public*

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