Address New Owners:
Mr. & Mrs. Thomas J. Chappell
Bakers Station Rd.
Goodlettsville, Tenn.

Send Tax Notices to:
Mr. and Mrs. Thomas J. Chappell
Bakers Station Road
Goodlettsville, Tenn.

Tax Parcel # 3764
Map No. 6
PAR 36.2 1/0

Installment Deed BOOK 3883 PAGE 257

FOR AND IN CONSIDERATION of the sum of — $3400.00 ———— Three Thousand Four Hundred and No/100 ———— *Dollars,*

of which — $340.00 ——— Three Hundred Forty and No/100 ———— *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder —— $3060.00 —— Three Thousand Sixty and No/100 ——— *Dollars,*

THOMAS J. CHAPPELL and Wife DORA C. CHAPPELL *have executed* their one joint note of even date herewith, payable to the Grantors in monthly installments of $30.60 including interest at 6%, with first payment due June 1, 1965

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

ZACK Q. MYERS AND WIFE TOCCOA B. MYERS

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

THOMAS J. CHAPPELL and Wife DORA C. CHAPPELL,

their *(successors), heirs and assigns,*

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

Tracts No. 11 and 12 of the unrecorded subdivision of the Myers property on Bakers Station Road in the 10th Civil District, and described together according to a survey by Odo E. Rhodes, as follows:

BEGINNING at a point in the center of Bakers Station Road, a corner to Tract No. 13 of this land, which was conveyed to George L. Fuqua, et ux by deed from Zack Q. Myers, et ux of record in Book 3710, page 408, Register's Office for said County, thence with Tract # 13 No. 57 deg. 45' East 424 feet, more or less, to a point in the L & N Rail Road right of way; thence with said right of way So. 28 deg. East 200 feet, more or less, to a point and So. 18 deg. East 237 feet, more or less, to a point; thence leaving said right of way and intersecting the center line of Bakers Station Road and continuing with same So. 70 deg. West 332 feet, more or less, to a point in curve of said road; thence continuing with center of said road No. 69 deg. West 32 feet, more or less, and No. 34 deg. 15 min. West 316 feet, more or less to the point of beginning, and containing 3 acres, more or less.

Being part of the same property conveyed to Zack Q. Myers and wife Toccoa B. Myers, by deed from Jewell Gibbons and wife, Virginia Lovelace Gibbons, as of record in Book 3576, page 99, Register's Office for Davidson County, Tennessee

This property is conveyed subject to the right of way of Bakers Station Road and all easements apparent and of record and the following restrictions which shall run until January 1, 1975:

(1) Any dwelling erected on said property shall be of finished outside construction, and shall contain a minimum of 900 sq. ft. of living area on the ground floor.

(2) Any Trailer or Mobile Home, on the premises shall be on a solid foundation.

(3) No outside toilets may be used.

(4) There shall be no swine kept on the premises.

This is unimproved property near the North end of Bakers Station Road

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto, belonging, to the said THOMAS J. CHAPPELL and Wife DORA C. CHAPPELL, 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 1965 taxes which will be paid by the Grantors.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* THOMAS J. CHAPPELL and Wife DORA C. CHAPPELL, 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 THOMAS J. CHAPPELL and Wife DORA C. CHAPPELL, *hereinafter referred to as trustors, hereby transfer and convey unto* L. KENNETH JOHNSON, *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 $ XXXXX, *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 paid 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* April, *1965.*

Zack Q. Myers

Toccoa B. Myers

Thomas J. Chappell

Dora C. Chappell

STATE OF TENNESSEE)

COUNTY OF Davidson)

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* ZACK Q. MYERS, TOCCOA B. MYERS, THOMAS J. CHAPPELL, AND DORA C. CHAPPELL, *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 Goodlettsville, Tennessee *this* 19th *day of* April, *19* 65.

Notary Public

Commission expires July 31, 1968

BOOK3883 PAGE 260

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 _____)

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 corporation by .....self as.....

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

_____ *Notary Public*

Commission expires.....

STATE TAX $ .....
PROBATE 50
TOTAL $ .....

ADD 2 ? 1965

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

LT

INSTALLMENT DEED

FROM

ZACK Q. BYERS, et ux

TO

THOMAS J. CHAFFIN, et ux

77707

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

APR 23 12 52 PM '65

NOTE ... 111 PAGE 440
RECORDING FEE $2.50
DEP. REC. .....

