Installment Deed

BOOK 3888 PAGE 717

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Walter J. Edwards and Ruby Odum Edwards	Walter J. Edwards	Map 110
(NAME)	(NAME)	
Rt. 2, Alvin Sperry Road	Rt. 2, Alvin Sperry Road	P/c Par. 93
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Mt.Juliet, Tenn. 37122	Mt. Juliet, Tenn. 37122	4D 15040
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

M.O.

FOR AND IN CONSIDERATION of the sum of Six Thousand and no/100 ($6,000.00) *Dollars,*

of which One Thousand and no/100 ($1,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Five Thousand and no/100 ($5,000.00) *Dollars,*

Walter J. Edwards and wife, Ruby Odum Edwards, have executed their promissory installment note of even date herewith payable to the order of Gertrude Castleman Jenkins and Marie Jenkins Smith, in five (5) equal installments of One Thousand and no/100 ($1,000.00) Dollars each, one of which installments falls due and is payable on or before the second day of January of each year, beginning January 2, 1966, until all such installments are paid, the unpaid principal balance to bear interest at the rate of six per cent (6%) per annum, which interest is payable on the entire unpaid principal balance at the time of the payment of each principal installment, with the makers having the right to anticipate and to prepay any part or all of the unpaid principal balance without penalty upon payment of interest on the unpaid principal balance to the date of such anticipatory payment.

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, Gertrude Castleman Jenkins and Marie Jenkins Smith,

have this day bargained and sold, and do hereby transfer and convey unto the said Walter J. Edwards and wife, Ruby Odum Edwards,

their *(successors), heirs and assigns,*

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

Situated in the Fourth Civil District of Davidson County, Tennessee, now a part of the General Services District of the Metropolitan Government of Nashville and Davidson County, Tennessee, bounded and described as follows:

Beginning at the center of Alvin Sperry Road at a marker established by the U. S. Corps of Engineers; thence east 403 feet along a fence line, Harry Bright's line, to another marker established by the U. S. Corps of Engineers; thence northeasterly 503 feet to the center of Alvin Sperry Road to a steel marker in the center of said road; thence southwesterly with the center of Alvin Sperry Road a distance of 612 feet; thence continuing south with the center of said Alvin Sperry Road a distance of 335 feet to the point of beginning, containing 4 acres, more or less, and being a part of the same property conveyed to John S. Jenkins by John B. Cobb, Clerk of the County Court of Davidson County, Tennessee, dated November 9, 1944, and of record in Book 1303, page 145, Register's Office of Davidson County, Tennessee.

The said John S. Jenkins died intestate, a resident of Davidson County, Tennessee, on the _____ day of _____, 19____, leaving as his widow Gertrude Castleman Jenkins, and as his sole surviving heir at law and next of kin, his daughter, Marie Jenkins Smith. J. R. Smith, Jr., husband of Marie Jenkins Smith, joins herein for the purpose of conveying any and all right, title, claim and interest he may have in and to the tract of land hereinabove described, as husband of the said Marie Jenkins Smith.

No structure for occupancy as a dwelling shall be erected upon the property herein conveyed containing less than nine hundred (900) square feet of enclosed living area, exclusive of porches, breezeways and garage, and any such structure shall have at least one-half (1/2) of the outside walls of masonry construction.





This is unimproved (X) / improved ( ) property, known as Route 2, (House Number) Alvin Sperry Road (Street) Mt. Juliet, (P. O. Address:) Tennessee (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Walter J. Edwards and wife, Ruby Odum Edwards, 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 by Metropolitan Government General Services District taxes for the year 1965 upon the entire tract of which this is a part, and which taxes will be allocated and prorated as of the date of this deed, the grantees to pay their proportionate part of the taxes properly applicable to the tract herein conveyed prorated from the date of the deed until the end of the year 1965.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Walter J. Edwards and wife, Ruby Odum Edwards, 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 Walter J. Edwards and wife, Ruby Odum Edwards, *hereinafter referred to as trustors, hereby transfer and convey unto* Carmack Cochran, *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 6th *day of* May, *19* 65.

Gertrude Castleman Jenkins

Marie Jenkins Smith

J. R. Smith, Jr.

Walter J. Edwards

Ruby Odum Edwards

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing or This
Document Unsatisfactory When

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, [illegible], *a Notary Public in and for said County and State,* Gertrude Castleman Jenkins, Marie Jenkins Smith and J. R. Smith, Jr.

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* 6th *day of* May, *19* 65.

[illegible]
Notary Public

NOTARY PUBLIC AT LARGE STATE

Commission expires 2/6/68

STATE OF TENNESSEE }
COUNTY OF Davidson }

Personally appeared before me, R.W. JENKINS, *a Notary Public in and for said County and State,* Walter J. Edwards and wife, Ruby Odum Edwards,

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 6th *day of* May, 19 65.

G. H. Cockrell *Notary Public*

Commission expires 2/6/68

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 $ 9.00
PROBATE 50
TOTAL $ 9.50

MAY 10 1965

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

PAID MAY 10 1965

INSTALLMENT DEED

FROM

Gertrude Castleman Jenkins, et al.

TO

Walter J. Edwards, et ux.

79813

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

MAY 10 8 31 AM '65

RECEIVED 111 PAGE 536
RECORDING 2.75
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