Installment Deed

BOOK 3924 PAGE 941

ADDRESS NEW OWNER (S) AS FOLLOWS	SEND TAX BILLS TO	MAP PARCEL NUMBERS
Eugene Hughes	Eugene Hughes	Map 75
(NAME)	(NAME)	
Old Hickory Blvd.	2350 Revere Place	P/o Par. 54
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Hermitage, Tennessee	Nashville, Tennessee	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of FIFTEEN THOUSAND AND NO/100---------

($15,000.00)- *Dollars,*

of which THREE THOUSAND AND NO/100 ($3,000.00) - - - - - - - - - - - - - - -

- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder TWELVE THOUSAND AND NO/100

($12,000.00) - *Dollars,*

Eugene Hughes and wife, Mary Jo Hughes,

have executed

executed an installment deed note payable to the order of Thelma C. Baker and James O. Baker in the principal amount of Twelve Thousand and No/100 ($12,000.00) Dollars, said note being payable in annual installments of Eight Hundred and No/100 ($800.00) Dollars each, plus interest at the rate of 5% per annum, the first installment being due and payable one year from even date, and on the same day of each succeeding year thereafter until the entire amount, both principal and interest, is paid in full, with prepayment privileges after January 1, 1966.

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,

Thelma C. Baker and James O. Baker and wife Mariluise S. Baker

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

Eugene Hughes and wife, Mary Jo Hughes, their (HEIRS), *heirs and assigns,*

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

Land in the 4th Civil District of Davidson County, Tennessee, described according to a survey made by Hickerson & Hickerson, Engineers, October 9, 1964, and revised February 10, 1965, as follows:

Beginning at an iron pin in the easterly margin of Old Hickory Boulevard at the northwest corner of the property conveyed to Joe Valent, Jr. and wife, by deed from Thelma C. Baker, et al, of record in book 3911, page 295, Register's Office for said County; thence with said Valent's northern boundary line, north 49 deg. 10' east 1365 feet to an iron pin; thence north 1 deg. 37' east 859.2 feet to the center of Stoner's Creek; thence with the center of said Creek north 76 deg. 28' west 122.3 feet, north 85 deg. 30' west 122 feet, south 58 deg. 15' west 377 feet, south 40 deg. 32' west 600 feet, south 5[illegible] deg. 33' west [illegible] feet, south 21 deg. 43' west 286 feet, and south 38 deg. 17' west [illegible] feet to the easterly margin of Old Hickory Boulevard; thence with the same south 31 deg. 00' east 536.4 feet to the beginning of a curve; thence around said curve having a radius of 1254.68 feet southeasterly 165.8 feet; thence south 65 deg. 35' west 10 feet to the beginning of another curve; thence with the said curve southeasterly 87.3 feet to the beginning, containing 30 acres, more or less.

Being part of the real property conveyed to Otis O. Baker and wife, Thelma C. Baker, by deed from Vernon L. Wright, Sr., et al, of record

(Continued)

This Instrument Was Prepared By

Dewey W. Pedigo

Of The Law Firm Pedigo & Saindon

Stahlman Building: Nashville, Tennessee

[redacted]

in book 1316, page 267, said Register's Office, the said Otis O. Baker having since died, and a part of the remainder of premises was part of the real property conveyed to O. O. Baker, by deed from F. G. Baker, et al, of record in book 1148, page 615, said Register's Office, the said O. O. Baker having since died, survived by his widow, Thelma Charlton Baker and one son, James O. Baker, as his only heirs-at-law.

Thelma C. Baker and Thelma Charlton Baker is one and the same person.

Mariluise S. Baker, wife of James O. Baker, joins this conveyance for the purpose of conveying any and all rights that she might have in the above described property.



unimproved / This is improved ( ) property, known as 271 Old Hickory Blvd Hermitage
(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 Eugene Hughes and wife, Mary Jo Hughes, 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.*

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Eugene Hughes and wife, Mary Jo Hughes, 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 Eugene Hughes and wife, Mary Jo Hughes, *hereinafter referred to as trustors, hereby transfer and convey unto* Dewey W. Pedigo, *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 23rd day of July *19* 65.

Eugene Hughes

Mary Jo Hughes

James O Baker

Mariluise S Baker

Thelma C Baker

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Thelma C. Baker *a Notary Public in and for said County and State,* Thelma C. Baker, and James O. Baker and wife, Mariluise SBaker, and Eugene Hughes and wife, Mary Jo Hughes, *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* 23rd *day of* July *19* 65

Thelma C Baker
Notary Public

Commission expires Dec 1, 1968

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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, ..., *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.....

R.S. 16.50
Cons. $15,000

STATE TAX $ 22.50
PROBATE .50
TOTAL $ 23.00

AUG 18 1965

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

FEE PAID

INSTALLMENT DEED

FROM
THELMA C. BAKER, ET AL

TO
EUGENE HUGHES, ET UX

93648

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

AUG 18 10 08 AM '65

NOTED BOOK 3924 PAGE 944
RECORDING FEE $ 2.50
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

PEDIGO & SANDON