R. J. Jarrett
Eatons Creek Rd

1 .149

FORM 1066

INSTALLMENT DEED — TENNESSEE TITLE COMPANY

FOR AND IN CONSIDERATION OF the sum of Twelve Thousand (12,000.00)- ---------- ---------- DOLLARS of which $ 8,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their promissory note of even date herewith in the amount of Four Thousand Dollars ($4,000.00) with interest at the rate of six percent (6%) per annum payable on or before six months from date,

PREPARED BY: HOFSTETTER & HOFSTETTER, Attorneys
304 American Trust Building
Nashville, Tennessee

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

Agnes Aita Ragan and husband, Horace L. Ragan

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Robert L. Jarrett and wife, Cullie Elizabeth Jarrett,

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being land in the 14th Civil District of Davidson County, Tennessee, described according to a survey made by C. J. Carney, Surveyor, September 30, 1964, as follows:

BEGINNING at a point in the center of Eatons Creek Road at the northwest corner of the property conveyed to Frank B. O'Barr and wife, by deed from Agnes A. Ragan and husband, of record in book 3807, page 583, Register's Office for said County; thence with said O'Barr's northern boundary line, south 86° east 308.9 feet to said O'Barr's northeast corner; thence with said O'Barr's eastern boundary line, south 5° east 264 feet to a pin in Schnupp's northern boundary line; thence with said Schnupp's northern boundary line; thence with said Schnupp's northern boundary line, south 89° east 742 feet; thence north 3° 30' east 462 feet; thence north 37° west 229 feet to a post; thence north 3° east 202 feet; thence westerly 742 feet more or less to a point in the center of said Road, 300 feet southerly from the northwest corner of the tract conveyed to grantors by Frances Aita Green, et vir; thence with same, southwesterly 442 feet to the beginning, containing 14.04 acres, more or less.

Being part of the property devised to Agnes Aita Ragen and Frances Aita Green, by will of Gus Aita, deceased, of record in Will Book 79, Page 330, County Court for said County, the said Frances Aita Green and husband, having subsequently conveyed their one-half undivided interest to Agnes Aita Ragan and husband, Horace L. Ragan, by deed of record in book 3826, page 704, Register's Office for said County.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their 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 for 1965 taxes which are to be pro rated and assumed by grantees. We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, their 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 notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said grantees herein do hereby transfer and convey unto O. B. Hofstetter, Jr. Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantees do hereby 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 at least the sum of $ insurable interest, and to have the loss, if any, made payable on the policy or policies to said Trustee for the benefit of the lawful owner and holder of said notes, as his interest may appear. We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment. Now, if we, the said grantees, shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if we fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; we fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, 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 notes, or any of said notes then past due and unpaid, all remaining unpaid notes 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 grantee may bid at any sale under this conveyance. We agree that the Trustee may at any time, after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. We further agree 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:

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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 notes 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 the grantors herein, their heirs, 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 Ten notes, or, if more than one, then of the first-maturing unpaid note, 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 said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Said trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 18th day of October 19 65.

Agnes Aita Ragan
Robert L. Jarrett
Horace L. Ragan
Callie Elizabeth Jarrett

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me Eunice Miller, a Notary Public in and for said County and State, the within named Agnes Aita Ragan and husband, Horace L. Ragan and Robert L. Jarrett and wife, Callie Elizabeth Jarrett, they 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 this 18th day of October 1965

Commission Expires 11-2-65 Eunice Miller Notary Public

STATE OF _____
_____ County

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted and who upon { their oath / his oath } acknowledged { themselves / himself } to be the _____ and _____ respectively of the within named bargainor, a corporation, and that { they / he } as such _____ and _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said _____ as such _____ and attesting the same by the said _____ as such _____

WITNESS my hand and official seal at office at _____ on this the _____ day of _____, 19__

My commission expires _____ Notary Public

STATE TAX $ 1.00
PROBATE .50
TOTAL $ 1.50

OCT 21 1965

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

PAID OCT 21 1965

INSTALLMENT DEED

FROM
Agnes Aita Ragan, et vir

TO
Robert L. Jarrett, et ux

REGISTER'S OFFICE
STATE OF TENNESSEE
DAVIDSON COUNTY
Received for record this _____ day of _____ A. D. 19__
at _____ o'clock ___ M.,
Noted in Book _____ Page _____
Recorded in Book _____ Page _____
Receipt No. _____
By _____

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN.
Deputy

Dept. Reg. 36
OCT 21 2 10 PM '65
RECEIVED BOOK 1 2 PAGE 690
RECORDING FEE 2.50
DUP. REG. _____
By _____

TENNESSEE TITLE COMPANY
Nashville, Tenn.
Zone Office
LAWYERS TITLE INSURANCE CORPORATION
of Richmond, Virginia

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