Installment Deed

BOOK 3997 PAGE 179

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
HAROLD W. BOYD (NAME:)	SAME (NAME:)	Map 174
551 WHISPERING HILLS DR. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	P/O Par 51
NASHVILLE (CITY) TENNESSEE (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	NS

FOR AND IN CONSIDERATION of the sum of FIVE THOUSAND FOUR HUNDRED AND NO/100 ($5,400.00) ---------- *Dollars,*

of which ONE THOUSAND NINE HUNDRED AND NO/100 ($1,900.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder THREE THOUSAND FIVE HUNDRED AND NO/100 ($3,500.00) ---------- *Dollars,*

Harold W. Boyd and wife, Dorothy J. Boyd

have executed

an installment deed note of even date in the principal amount of Three Thousand Five Hundred and no/100 ($3,500.00) Dollars payable to the order of William T. Jewell and wife, Nancy L. Jewell. Said note being due and payable in one hundred twenty (120) equal monthly installments of Thirty-Eight and 86/100 ($38.86) Dollars each with the first installment being due and payable on or before one month from even date and on the same day of each succeeding month thereafter a like amount until the entire amount both principal and interest has been paid in full. Said installments include interest at the rate of six per cent (6%) per annum.

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, William T. Jewell and wife, Nancy L. Jewell

have this day bargained and sold, and do hereby transfer and convey unto the said Harold W. Boyd and wife, Dorothy J. Boyd

their (HEIRS), *heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in the 5th Civil District of Davidson County, Tennessee, being Lot "S" on the survey made by E. L. Miller, Jr. & Co., October 29, 1965, described as follows:

Beginning at a point at the intersection of the center lines of Preston Road and Old Franklin Road; thence with the center line of said Preston Road north 18° 50' west 79 feet and continuing with the same around a slight curve in a northerly direction 198.6 feet; thence south 85° 35' east 553.7 feet to an iron pin; thence south 5° 05' west 282 feet to the center line of Old Franklin Road; thence with the center of the same north 84° 55' west 595.8 feet to the beginning, containing 3.6 acres, more or less.

Being part of the real property conveyed to William T. Jewell and wife, Nancy L. Jewell, by deed from J. E. Moss, et al, of record in Book 3958, page 807, Register's Office for said County.

The above described property is conveyed subject to the restrictions of record in Book 3958, page 807, Register's Office for Davidson County, Tennessee.

This Instrument Was Prepared By

Phillip Saindon (ep)

Of The Law Firm Pedigo & Saindon
Stahlman Building: Nashville, Tennessee

This is { unimproved ( ) / improved ( ) } property, known as ..... (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 Harold W. Boyd and wife, Dorothy V. Boyd ~~their successors~~ 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.*

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Harold W. Boyd and wife, Dorothy V. Boyd, 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 Harold W. Boyd and wife, Dorothy V. Boyd *hereinafter referred to as trustors, hereby transfer and convey unto* Phillip Saindon, *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 15th *day of* March *, 19* 66

William T. Jewell

Nancy L. Jewell

Harold W Boyd

Dorothy J. Boyd

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, James E Hodge *, a Notary Public in and for said County and State,* William T. Jewell and wife, Nancy L. Jewell and Harold W. Boyd and wife, Dorothy V. Boyd *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* 15 *day of* March *, 1966.*

JAMES E. HODGE NOTARY PUBLIC DAVIDSON COUNTY TENN.

Commission expires July 25, 1966 James E Hodge *Notary Public*

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.....

ED RODGE REALTY CO.
4740 Nolensville Rd
Nash

INSTALLMENT DEED

FROM

WILLIAM T. JEWELL, ET UX

TO

HAROLD W. BOYD, ET UX

20993

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

MAR 16 2 09 PM '66

NOTED: BOOK 113 PAGE 161
RECORDING FEE $ 2.50
DEP. REG. 2.50

STATE TAX $ 8.10
PROBATE
TOTAL $ 8.60

MAR 16 1966

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

PAID MAR 16 1966

Compliments of

Guaranty Title Company

Kansas City
Am
S. W
NA

PEI

Form STA-118 (Rev. 10-1-60)

STATE OF TENNESSEE
DEPARTMENT OF REVENUE
SALES AND USE TAX DIVISION
NASHVILLE

BOOK 3997 PAGE 183

NOTICE OF STATE TAX LIEN FOR SALES AND USE TAX

Pursuant to the provisions of Sections 67-3001 — 67-3048, inclusive, "Tennessee Code Annotated," notice is hereby given that there have been assessed under the Tennessee Sales and Use Tax Law, Sales and/or Use Taxes, Penalty and Interest against the following named dealer (taxpayer), which, after demand for payment thereof, remain unpaid.

By virtue of Section 67-3033, TCA, the amount of said taxes, penalty and interest, is a lien in favor of the State of Tennessee upon all property and all rights, title and interest in property belonging to said dealer (taxpayer) for the said taxes, penalty and interest.

Name of Dealer James T. Hicks d/b/a Hicks Motor Company

Residence or Place of Business 125 37th Avenue North, Nashville, Tennessee

Sales or Use Tax Account Number(s) 192-030-06019

Taxable Period January 1962 to February 1964 inclusive

Assessment Date

Basis for Assessment and Amount:

Audit of dealer's books and records $550.00

Delinquent Months

Other

Witness my hand at Nashville, Tennessee, on the 11th day of March, 1966.

Commissioner of Revenue

No. 776

By: [signature]
Director, Sales and Use Tax Division

(See reverse side also)

No. _____

State of Tennessee
Department of Revenue
Sales and Use Tax Division

vs.

James T. Hicks

NOTICE OF TAX LIEN

STATE OF TENNESSEE

COUNTY OF _____

Filed this _____ *day of*

_____, 196__,

at _____ *M.*

Entered in Note Book _____,

page _____; *recorded in*

Book _____,

page _____

_____
Register

By: _____

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY
STATE OF TENN.
MAR 6 2 13 PM '66
NOTE BOOK
RECORDING FEE
DEL REG
PAGE

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