Address of New Owner:
John T. Caplenor, et ux
6135 Hillsboro Road
Nashville, Tennessee

Send Tax Bills to:
Same

Parcel Number:
FH - 10355

BOOK 4027 PAGE 650

This instrument was prepared by
Bass, Berry & Sims, Attorneys
1000 American Trust Bldg.
Nashville, Tennessee

Installment Deed

Map 144

FOR AND IN CONSIDERATION of the sum of FORTY-FIVE THOUSAND DOLLARS ($45,000.00) Parcel 10 *Dollars,*

of which FIVE THOUSAND DOLLARS ($5,000.00) F.H. MS *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder FORTY THOUSAND DOLLARS ($40,000.00) *Dollars,*

JOHN T. CAPLENOR and wife, LORENE F. CAPLENOR *have executed* a promissory note increased by the amount of $1350.00, being the consideration for the purchase by Grantees of certain personal property hereinafter described, making a total indebtedness evidenced by said note of $41,350.00 which note is payable to the order of Grantors as follows: 24 installments in the amount of $257.74 each with the first installment being due on August 1, 1966 and subsequent installments being due on the same date of each succeeding month; 180 installments with the first 179 installments being in the amount of $338.40 each and with the last or 180th installment being in the amount of $219.63, with the first installment being due August 1, 1968 and subsequent installments being due on the same date of each succeeding month. Said installments shall include interest on the unpaid balance 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, Antonia Anderson and husband, Sam Anderson *have this day bargained and sold, and do hereby transfer and convey unto the said* John T. Caplenor and wife, Lorene F. Caplenor, their *heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in Davidson County, Tennessee, being Lot No. 3, Bransford Realty Company's Forest Hills Subdivision, of record in book 547, page 140, Register's Office for said County.

Said Lot No. 3 fronts 200 feet on the west side of Hillsboro Road and extends back in a westerly direction between lines 1653 feet on its northerly line and 1480 feet on its southerly line to a dead line, measuring 262 feet on its rear line.

Being the same real property conveyed to Sam Anderson and wife, Antonia Anderson, by deed from Florence Anderson Wilkerson, of record in book 1174, page 409, said Register's Office, and the said Sam Anderson conveyed his interest in said property to Antonia Anderson, by deed of record in book 3466, page 209, said Register's Office.

For and in consideration of the sum of $1,350.00 as hereinbefore provided to be paid by Grantees, Grantors do hereby grant, sell, transfer and deliver unto the Grantees, their heirs and assigns, the following described personal property presently located in the residence situated upon the real property conveyed hereunder:

piano
drapes located in the living room.

TO HAVE AND TO HOLD said personal property forever and Grantors covenant that they are the lawful owners thereof and that said personal property is free from all liens and encumbrances.

Sam Anderson joins in this conveyance for the purpose of conveying any and all right, title and interest he may have in and to the property conveyed hereby and for the purpose of releasing the restriction on conveying said property contained in deed of record in book 3466, page 209, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said John T. Caplenor and wife, Lorene F. Caplenor, 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 for 1966 Metropolitan taxes which have been prorated and by acceptance of this deed assumed by Grantees.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* John T. Caplenor and wife, Lorene F. Caplenor, 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 John T. Caplenor and wife, Lorene F. Caplenor *hereinafter referred to as trustors, hereby transfer and convey unto* F. A. Berry, Jr., *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 18th *day of* June, *1966*

Antonia Anderson

Sam Anderson

John T Caplenor

Lorene F Caplenor

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Antonia Anderson and husband, Sam Anderson

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* 18th *day of* June, *19* 66

Notary Public

Commission expires May 14 1969

STATE OF TENNESSEE }

COUNTY OF DAVIDSON }

BOOK 4027 PAGE 653

Personally appeared before me, the undersigned *a Notary Public in and for said County and State,* John T. Caplenor and wife, Lorene F. Caplenor

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 Nashville, Tennessee

this 18th *day of* June, *19*66.

Mrs. Hilmane Bonner *Notary Public*

Commission expires May 14 1969

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 .....

32568

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

JUN 20 10 59 AM '66

NOTED: BOOK 114 PAGE 337
RECORDING FEE $ 2.75
DEP. REG. m

2.75

STATE TAX $ 67.50
PROBATE 59
TOTAL $ 68.90

JUN 20 1966

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

PAID JUN 20 1966

Taxes 49.50
R.E. 3.71
J.Tax 6.80

INSTALLMENT DEED

FROM

ANTONIO ANDERSON and husband,

SAM ANDERSON

TO

JOHN T. CAPLENOR and wife,

LORENE F. CAPLENOR



Mail To: Real Estate Service Co. 124- 9th Ave S. Nashville Tenn