Installment Deed

This instrument prepared by H.E.Collins, Atty.802-51st Ave.No.Nashville

ADDRESS NEW OWNER'S AS FOLLOWS | SEND TAX BILLS TO | BOOK 4028 PAGE 317 | MAP PARCEL NUMBERS

Walter R. Capps, et als (NAME) | Walter R. Capps (NAME) | Map 102-27

301 American Trust Bldg. (STREET ADDRESS OR ROUTE NUMBER) | 301 American Trust Bldg. (STREET ADDRESS) | Parcel 8D-400

Nashville, Tenn. (CITY) (P. O. ZONE) (STATE) | Nashville, Tenn. (CITY) (ZONE) (STATE)

FOR AND IN CONSIDERATION of the sum of One Hundred Thirty Thousand and 00/100 ($130,000.00) *Dollars,*

of which Thirty-Seven Thousand and 00/100 ($37,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Ninety-Three Thousand and 00/100 ($93,000.00) *Dollars,*

the said Walter R. Capps, Reese L. Smith, Jr., Karl E. Haury, and Carl D. Storey, Sr. *ha ve executed* their joint promissory note of even date herewith in the principal amount of $93,000.00 with interest at 5% per annum payable to the order of Margaret E. Collins and Cecil Collins in three annual installments of $31,000.00 each with interest at 5% per annum on the unpaid balance. The first installment or payment falls due on the 20th day of June, 1967, and thereafter a like payment of $31,000.00 plus interest as aforesaid falls due and is payable on the 20th day of June each year until paid in full.

Payees, their heirs and assigns, agree to release and grant free and clear to grantees one acre of any of the below described property when such release is needed in order to enable the grantees to engage in a bona fide sale of the property or any portion thereof provided, however, that upon any such sale, grantees will pay $35,000.00 cash for each acre as released, to the reduction of the outstanding first mortgage.

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, Margaret E. Collins and husband, Cecil Collins *have this day bargained and sold, and do hereby transfer and convey unto the said* Walter R. Capps, Reese L. Smith, Jr., Karl E. Haury, and Carl D. Storey, Sr. their *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in the 8th, formerly the 12th Civil District of Davidson County, Tennessee, being Lot No. 4 and the southwesterly part of Lot No. 3 on the Map of the Subdivision of Mount Hickory, as of record in Book 332, Page 68, Register's Office for said County, described according to a survey made by Z. J. Wilkinson, Surveyor, July 21, 1944, as follows:

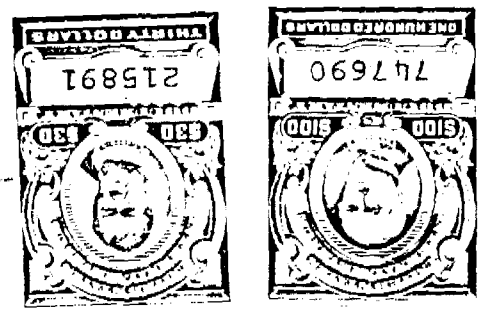
Beginning in the center of the Charlotte Pike at the southwest corner of the property conveyed to E. J. Adkisson and wife by deed from Mrs. Gertie E. West of record in Book 1151, Page 346, said Register's Office; thence with the center of said Pike, south 42° west 100 feet, south 43° 45' west 100 feet, south 45° 45' west 100 feet, south 47° 45' west 100 feet and south 48° 45' west 123.5 feet to the northeasterly line of the James Napier property; thence with said line, north 53° west 592 feet to another corner of said Napier property; thence with his southeasterly line, north 39° east 463 feet to another corner of his property, continuing in the same direction 36.9 feet, more or less, in all 499.9 feet, more or less, to the southwesterly line of said Adkisson property; thence with said line, south 55° east 658 feet to the beginning, containing 7.3 acres, more or less.

Being the same property conveyed to Margaret E. Collins by deed from Cecil Collins of record in Book 3671, Page 51, Register's Office for said County.



STATE TAX $ 19.00
PROBATE .50
TOTAL $ 19.50

JUN 21 1966



R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY

PAID JUN 21 1966

unimproved ( )
This is improved (X) property, known as 6624 (House Number) Charlotte Avenue (Street), Nashville (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 R. Capps, Reese L. Smith, Jr., Karl E. Haury, and Carl D. Storey, Sr., 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 1966 taxes which have been pro-rated and assumed by purchasers.

We *further covenant and bind* ourselves and our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Walter R. Capps, Reese L. Smith, Jr., Karl E. Haury, and Carl D. Storey, Sr., 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 R. Capps, Reese L. Smith, Jr., Karl E. Haury, and Carl D. Storey, Sr. *hereinafter referred to as trustors, hereby transfer and convey unto* J.J.Lutin, *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 $15,000.00, *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 20th day of June, 19 66.

Margaret E. Collins

Cecil Collins

Walter R. Capps

Reese L. Smith Jr.

Karl E. Haury

Carl Storey Sr

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, John K. Kyle, a Notary Public in and for said County and State, Walter R. Capps, Reese L. Smith, Jr., Karl E. Haury, Carl D. Storey, Sr., and Margaret E. Collins and husband, Cecil Collins

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 20th day of June, 1966.

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

John K. Kyle, Notary Public

Commission expires 1/24/70

STATE OF .....

COUNTY OF .....

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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.....

INSTALLMENT DEED

FROM Margaret E. Collins et ux

TO Walter R. Cafego Sale

32810

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

JUN 21 1 00 PM '66

NOTE: BOOK 114 PAGE 348
RECORDING FEE $ 2.50
DEP. REG. S

Compliments of
Guaranty Title Company
A Division of
Kansas City Title Insurance Company
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

Mail To:
Jacob Maynard
361 American Trust Bldg.
Nashville, Tn