Installment Deed

BOOK 4046 PAGE 546

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Stanley J. Bergosh	same	Map 37
(NAME:) Little Marrowbone Road	(NAME:) same	Par 33
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tenn. 37209	(STREET ADDRESS) same	14D
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	mp

FOR AND IN CONSIDERATION of the sum of ------$12,500.00---------- Twelve-Thousand-Five-Hundred-and-NO/100---------- *Dollars,*

of which Fourteen-Hundred-and- NO/100 ------ --------$1,400.00---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder ----$11,100.00 -------- Eleven-Thousand-One-Hundred-and- NO/100 ---------- *Dollars,*

Stanley J. Bergosh and wife, Virginia A. Bergosh, *have executed*

one note of even date herewith in the principle amount of $11,100.00, payable to the order of Bowser Chest, an unmarried man, in 216 monthly installments of $84.16 each, which includes both principle and interest from date at the rate of 6% per annum, the first installment falling due on the 11th day of September, 1966, and the other payments monthly thereafter until the principle and interest have been paid in full, and privilege of prepayment is reserved, and to secure the payment of said indebtedness, principle, interest, and attorney fees, a lien is expressly retained on the land herein conveyed.

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,

I, Bowser Chest, (an unmarried man),

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

Stanley J. Bergosh and wife, Virginia A. Bergosh,

their *(successors), heirs and assigns,*

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

Land in the 14th, formerly 24th Civil District of Davidson County, Tennessee, as follows: BEGINNING at the center of Little Marrowbone Creek at a stake by a walnut tree, being the southeast corner of the Kelley Property; thence south 16° 30' east 260.5 feet to an eight inch cedar; thence north 70° 20' east 987 feet to a stake; thence south 18° 00' east 375 feet to a stake; thence with John Williams and Wilkinson's eastern boundary line, south 0° 30' west 1113.75 feet to a stake; thence with said Wilkinson's northerly boundary line, south 89° 30' west 511.5 feet to a stake in the center of a branch; thence with the center of said branch, northwestwardly 1145.1 feet tc a stake; thence north 87° 00' west 198 feet to a stake; thence north 70° 00' west 264 feet to a stake in the center of Little Marrowbone Creek; thence with the center of said creek, north 45° east 66 feet, north 67° 30' east 198 feet, and north 60° east 273.9 feet; continuing with the center of said creek, easterly 295 feet more or less to the point of beginning, containing 26.17 acres more or less, and also an easement for roadway purposes across the property formerly known as Birt Gilbert Kelley and wife, property, which easement was created in an instrument from the said Kelley and wife, to the said Joseph Goss and wife, as of record in Book 2491, page 175; which easement is referred to in said instrument as follows:

"The property upon which said easement or right of way is hereby granted is described as follows:

The land in the 14th, formerly 24th Civil District of Davidson County, Tennessee, deeded to Birt Gilbert Kelley and wife, Kattie E. Kelley, by deed from J.A. Winters and Annie Laura Winters, as of record in Book 1272, page 268, Register's Office for said County, and more fully described therein; said property adjoining on its southwesterly margin of

(legal description continued from preceding page)

the property of said Joseph Goss and wife, Sidona Goss, which property of said Joseph Goss and wife was deeded to them by D.B. True and wife, in Book 1675, page 76, Register's Office, and more fully described therin. Which easement on said parcel of land is more fully described and delineated on a survey made by George W. Watkins, Surveyor, January 9, 1956, annexed hereto and shown on said survey as follows:
BEGINNING at a point in the center of Little Marrowbone Road on the southwesterly margin of the Birt Gilbert Kelley and wife, Kattie B.Kelley, tract; said point being south 16° 30' east 70 feet from a point on Gold Road, and continuing from said point to the center of Little Marrowbone Road, north 85° 30' east 170 feet to a point in the center of Little Marrowbone Road; thence from said point, south 12° east 65 feet to a point in the center of Little Marrowbone Creek, and being 14 feet wide along said 65 foot line from the center of Little Marrowbone Creek to the center of Little Marrowbone Road, as described above."

Being the same property conveyed to Bowser Chest, an unmarried man, by deed from Robert L. Hooper and wife, as of record in Book 3499, page 55, said Register's Office.

This is (unimproved) (X) property, known as Little Marrowbone Rd. Nashville, Tennessee 37209
(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 Stanley J. Bergosh and wife, Virginia A. Bergosh, their *(successors), heirs and assigns forever.* I *covenant that* I am *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 taxes for the year of 1966 which have been prorated and assumed by the purchasers.

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Stanley J. Bergosh and wife, Virginia A. Bergosh, 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 Stanley J. Bergosh and wife, Virginia A. Bergosh, *hereinafter referred to as trustors, hereby transfer and convey unto* Harold C. Lee, *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 $ 10,000.00, *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 11th *day of* August, *19* 66

Stanley J. Bergosh

Virginia A. Bergosh

Bowser Chest

A. J. HUNT NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, A.J. Hunt, *a Notary Public in and for said County and State,* Bowser Chest, an unmarried man, and Stanley J. Bergosh and wife, Virginia A. Bergosh

the within named bargainor, with whom I am personally acquainted, and who acknowledged that he *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville *Tennessee, this* 11th *day of* August, *19*66.

Notary Public

Commission expires February 18, 1968

TE OF.....
NTY OF.....

Personally appeared before me, ..., a Notary Public in and aid County and State, ...

within named bargainor..... with whom I am personally acquainted, and who acknowledged that..... uted the within instrument for the purposes therein contained.

Witness my hand and official seal at.....,
.....day of....., 19.....

.....Notary Public

mission expires.....

TE OF TENNESSEE }
NTY OF DAVIDSON }

Before me, ..., a Notary Public of the State and ty aforesaid, personally appeared.....,
whom I am personally acquainted, and who, upon oath, acknowledged .....self to be.....
.....of the.....,
within named bargainor, a corporation, and that .....he as such.....,
g authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of corporatoin by .....self as.....

Witness my hand and seal, at office in.....,
.....day of....., 19.....

.....Notary Public

mission expires.....

Mail deed to Stanley J. Bergosh, 1502 Shacklerord Road, Nashville, Tennessee 37215

INSTALLMENT DEED

FROM

Bowser Chest (Unmarried)

TO

Stanley J. Bergosh, et ux

39580

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

AUG 12 12 30 PM '66

RECORDING FEE $ 2.50
DEP. REG. B

STATE TAX $ 18.75
PROBATE 50
TOTAL $ 19.25

AUG 12 1966

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

PAID AUG 12 1966