Installment Deed

BOOK 4049 PAGE 665

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Donald L. Black et ux.	Donald L. Black	10D-9070
(NAME:) Rt. 3 Lickton Pike	(NAME:) Route 3 Lickton Pike	Map 24
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee	(STREET ADDRESS) Nashville, Tennessee	Par 3
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	mvp

FOR AND IN CONSIDERATION of the sum of Thirteen Thousand Nine Hundred Fifty and no/100 ----------($13,950.00) ---------- *Dollars,*

of which Two Thousand and no/100 ----------($2,000.00) ---------- ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Eleven Thousand Nine Hundred Fifty and no/100 ----------($11,950.00) ---------- *Dollars,*

Donald L. Black and wife, Barbara D. Black *have* assumed and agree to pay the unpaid balance of $3,900.00 of an original indebtedness of $5,000.00 secured by deed of trust of record in book 3953, page 333, Register's Office for Davidson County, Tennessee, and for the remainder the said Donald L. Black and wife have executed their promissory note of even date herewith in the amount of $8,050.00 payable to the order of Charles H. Taylor and wife, Belle Hayes Taylor, in 180 monthly installments of $67.94 each, which include both principal and interest at the rate of 6% per annum; the first installment falling due September 10, 1966, and the others on the same day of each month thereafter until said note is paid in full,

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, Charles H. Taylor and wife, Belle Hayes Taylor,

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

Donald L. Black and wife, Barbara D. Black, their

(successors), heirs and assigns,

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

Land in the 10th, formerly the 22nd, Civil District of said County and State, being part of the Mt. Airy Property, described according to a survey made by Stephen A. Draper, Surveyor, December 28, 1954, as follows:
Beginning at a point in the southern boundary line of the property owned by Charlie Benton at the northeast corner of the property owned by C. B. Jackson; thence with the southern boundary line of said Benton property, south 87° east 222 feet to a post at the northwest corner of the Dave Owens property; thence with Owens' western boundary line, south 1° east 488 feet to a stake, south 87° east 204 feet to a rock, south 6° 30' east 545 feet to a 48-inch beech, north 77° east 161 feet to a dead gum tree, and south 34° 30' east 270 feet to a sugar tree on or near the northerly margin of an old carriage road to Mt. Airy; thence south 75° west 165 feet; thence south 55° west 310 feet to a point in the eastern boundary line of said C. B. Jackson property; thence with the eastern boundary line of said Jackson property, north 33° 30' west 760 feet and north 4° east 780 feet to the beginning, containing 11.78 acres, more or less.
Being the same real property conveyed to Charles H. Taylor and wife, Belle Hayes Taylor, by deed from S. S. Wharton, et al, of record in book 2393, page 194, Register's Office for said County.

The said Charles H. Taylor and wife, Belle Hayes Taylor also hereby convey all their right, title and interest in and to50-foot easement for right-of-way as set out in instrument from Charles H. Taylor and wife, of record in book 2596, page 118, Register's Office for said County.

This Instrument Was Prepared By
Henry W. Pedigo
Of The Law Firm Pedigo & Saindon
Stahlman Building: Nashville, Tennessee

STATE TAX $ 2093
PROBATE .50
TOTAL $ 21 3

AUG 23 1966

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

PAID AUG 23 1966

unimproved ( )
This is 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 Donald L. Black and wife, Barbara D. Black, 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 taxes for 1966 which are prorated and assumed by the grantees, and by deed of trust as above set out.

We *further covenant and bind* ourselves, our _____ *heirs and representatives, to warrant and forever defend the title to said real estate to said* Donald L. Black and wife, Barbara D. Black, 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 Donald L. Black and wife, Barbara D. Black, _____ *hereinafter referred to as trustors, hereby transfer and convey unto* William O. 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 $ _____, *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 succcessor 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 12th *day of* August, *19* 66

Charles H Taylor

Belle Hayes Taylor

Donald Lee Black

Barbara D. Black

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Oscar B Cuffman Jr, *a Notary Public in and for said County and State,* Charles H. Taylor and wife, Belle Hayes Taylor, and Donald L. Black and wife, Barbara D. Black,

*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* 19 *day of* August, *19* 66.

Oscar B Cuffman *Notary Public*

Commission expires Oct 28 - 1968

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.....

Mail To- Hugh Lee

CUTTMAN REALTY CO.
107 Memorial Dr.
Goodlettsville, Tenn. 37072

INSTALLMENT DEED

FROM
Charles H. Taylor et ux.

TO
Donald L. Black et ux.

4 0 8 0 8

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

AUG 23 12 50 PM '66

NOTED BOOK ..... PAGE .....
RECORDING FEE $ 2.50
DEP. REG. .....

