BOOK 4054 PAGE 436

NEW OWNERS: Vernon Kenneth Pendleton et ux
ADDRESS: 1235 Berwick Trail, Madison, Tennessee
TAX PARCEL NOS.: 11D81210 Map 52-16 Par. 53
SEND TAX STATEMENTS TO: Guaranty Mortgage Company of Nashville,
ADDRESS: 316 Union
Nashville, Tennessee

Installment Deed

FOR AND IN CONSIDERATION of the sum of Eleven Thousand Five Hundred and no/100----------($11,500.00) *Dollars,*

of which One Thousand Eight Hundred Fifty and no/100----------($1,850.00) *Dollars, has been paid in cash,*

and other considerations accepted as cash, *the receipt of which is hereby acknowledged, and for the remainder* the Grantees, hereinafter named, do hereby agree to assume and promise to pay the unpaid balance of a certain indebtedness as evidenced by a note, dated September 29th, 1954, in the original principal amount of $9,750.00, payable to Guaranty Mortgage Company of Nashville as provided therein, and secured by a deed of trust executed by Clarence B. Reagan and wife, to Herschel Greer, Trustee, of record in Book 2318, Page 371, Register's Office for Davidson County, Tennessee; and the said Grantees have also executed their one joint promissory note in the amount of $3,150.00, payable to the Grantor hereinafter named in monthly installments of $29.14 each, including principal and interest at the rate of 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, Rhoten Construction Company, Inc., herein called the Grantor

have this day bargained and sold, and do hereby transfer and convey unto Vernon Kenneth Pendleton and wife, Alice Dean Pendleton, herein called the Grantees, their (successors), *heirs and assigns,*

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

Land in Davidson County, Tennessee, beingLot No. 35 on the Plan of Marlin Meadows, Section IV, of record in Book 2133, pages 66 and 67, Register's Office for said County.
Beginning on the northerly margin of Berwick Trail at the corner of Lots Nos. 34 and 35; thence with the line between said two lots northwardly 331.7 feet to the northwest corner of Lot No. 37; thence with the westerly line of Lot No. 37, southeastwardly 165.5 feet to the northwest corner of Lot No. 36; thence with the westerly line of Lot No. 36, southwardly 176.8 feet to the northerly margin of Berwick Trail; thence with said Trail westwardly 105 feet to the beginning.
Being the same property conveyed to Rhoten Construction Co., Inc., by deed from Lilburn F. Tabb and wife, of r ecord in Book 3884, Page 392, said Register's Office.

This is improved property, known as 1235 Berwick Trail, Madison, Tennessee.

This conveyance is made subject to restrictions of record in Book 2196, Page 35; Book 2204, Page 339; and Book 2242, Page 392; and to setback line and easements as shown on plan of record in Book 2133, Pages 66 and 67; all in said REgister's Office.

(This instrument was prepared by James A. Lesemann, Attorney, 320 Gallatin Road, Madison, Tennessee.)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto, belonging, to the said Grantees, their heirs and assigns forever. It covenants that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered, except as stated herein.

The said Grantor does further covenant and bind itself, its successors and/assigns to warrant and forever defend the title to said real estate to said Grantees, their 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 Grantees hereinafter referred to as trustors, hereby transfer and convey unto Harlan Dodson, 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 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 16 *day of* August, 19 66.

RHOTEN CONSTRUCTION COMPANY, INC.

BY: Charles E Rhoten

Charles E. Rhoten, President.

Vernon Kenneth Pendleton

Vernon Kenneth Pendleton

Alice Dean Pendleton

Alice Dean Pendleton

RECORDER'S MEMO: Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

STATE OF TENNESSEE

COUNTY OF Davidson

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Vernon Kenneth Pendleton and wife, Alice Dean Pendleton *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* 16th *day of* August, 19 66.

Thomas Potter *Notary Public*

Commission expires 3/16/69.

DAVIDSON COUNTY

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, the undersigned, *a Notary Public of the State and County aforesaid, personally appeared* Charles E. Rhoten, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* President *of the* Rhoten Construction Company, Inc., *the within named bargainor, a corporation, and that* he *as such* President, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* him *self as* President.

Witness my hand and seal, at office in Nashville, Tennessee, *this* 16 *day of* August, 19 66.

Thomas Potter *Notary Public*

Commission expires 3/16/69

STATE TAX $ 1.72 50
PROBATE $ 1.75
TOTAL $ 3.47 50
SEP 7 1966
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID SEP 7 1966

STATE TAX $ 17 25
PROBATE .50
TOTAL $ 17 75
SEP 6 1966
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID SEP 8 1966

INSTALLMENT DEED

FROM
Rhoten Construction Company, Inc.

TO
Vernon Kenneth Pendleton ET UX.

42715

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

SEP 8 12 29 PM '66
NOTED: BOOK 114 PG 799
RECORDING FEE $ 2.75
DEP. REG. 20

Compliments of
Madison Title Company
MADISON, TENNESSEE
Representing
Southern Title Insurance Company
4277 Lyons View Pike
KNOXVILLE, TENNESSEE

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