Deed Statement
Harold W. Reynolds - Old Charlotte Rd
Pigeon Roost Tenn.

This instrument was prepared by
Jno. B. Cobb, Jr., Attorney at Law
Stahlman Building, Nashville, Tenn.

INSTALLMENT DEED

BOOK 4076 PAGE 693

For and in Consideration of the sum of ----------($2,150.00)----------

Two Thousand One Hundred Fifty and No/100---------- Dollars,

of which Fifty and No/100----------($50.00)---------- Dollars,

has been paid in cash by Harold W. Reynolds and wife, Barbara E. Reynolds

the receipt of which is hereby acknowledged, and for the remainder --------($2,100.00)----------

Two Thousand One Hundred and No/100---------- Dollars,

the said Harold W. Reynolds and wife, Barbara E. Reynolds have

executed one note of even date herewith in the original principal amount of $2,100.00, payable in 96 monthly installments of $27.60 each, including both principal and interest at the rate of 6% per annum, the first installment being due and payable on the 1st day of December, 1966, final installment being due and payable on the 1st day of November, 1974,

Map 126
P/o Par. 15
M.O.

~~all of said notes bearing six per cent interest from date,~~ and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, We, Houston T. Ezell and Charles D. Whorley

have this day bargained and sold, and do hereby transfer and convey unto the said Harold W. Reynolds and wife, Barbara E. Reynolds their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in the 9th Civil District of Davidson County, Tennessee, described as follows:

BEGINNING at a point in the westerly margin of Old Charlotte Road, said point being 2675 feet northwardly from the northwest corner of the intersection of said road and U. S. Highway No. 70, said point being also the northeast corner of the tract of land conveyed to Harold W. Reynolds and wife, Barbara E. Reynolds, by deed fromHouston T. Ezell et al, of record in Book 3432, page 522, Register's Office for said County; thence westwardly with Reynolds' northerly line, North 88° East 625 feet, more or less, to a point which is the northwest corner of the said Reynolds' tract conveyed by the aforesaid deed; thence North 2° 45' East 150 feet to a point; thence South 88° East 625 feet, more or less, to a point in the westerly margin of Old Charlotte Road; thence with the westerly margin of said road, South 2° 45' West 150 feet to the point of beginning, containing 2 acres, more or less.

BEING part of the same property conveyed to Houston T. Ezell and Charles D. Whorley by deed from Emilie B. Levy, of record in Book 2650, page 158, Register's Office for Davidson County, Tennessee.

The following restrictions shall apply for a period of 15 years from date:

There shall be only one residence built on any 150 ft. frontage tract and it shall have a minimum of 1000 sq. ft. floor space and shall have a set back from the road of at least 60 ft.
There can be no residence of a temporary nature or trailors used.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Harold W. Reynolds and wife, Barbara E. Reynolds 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.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Harold W. Reynolds and wife, Barbara E. Reynolds 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 notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, We, the said Harold W. Reynolds and wife, Barbara E. Reynolds

do hereby transfer and convey unto Lindley Murray, Jr., Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

We, the said Harold W. Reynolds and wife, Barbara E. Reynolds do hereby 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 sum of $ insurable value until the notes herein secured are 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 and holder of said notes, as his interst may appear.

We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment.

Now, if We, the said Harold W. Reynolds and wife, Barbara E. Reynolds shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if we fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; we fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, 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 notes, or any of said notes then past due and unpaid, all remaining unpaid notes 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. we agree, that the Trustee may, at any time after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. we further agree 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 notes 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 Harold W. Reynolds and wife, Barbara E. Reynolds 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 lien notes, or, if more than one, then of the first-maturing unpaid note, 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 Lindley Murray, Jr., Trustee, shall be vested in said successor.

Said Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said Houston T. Ezell and Charles D. Whorley and Harold W. Reynolds and wife, Barbara E. Reynolds hereunto set our hands at _____, Tennessee, this the 7 day of Nov. 1966



Houston T. Ezell

Charles D. Whorley

X Harold W. Reynolds

X Barbara E. Reynolds

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Mrs. Virginia P. Richmond, a Notary Public in and for said County and State, the within named Houston T. Ezell, Charles D. Whorley, Harold W. Reynolds and Barbara E. Reynolds

the 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 10 day of Nov. 10, 1966, 19__

Commission Expires Nov. 3, 1970

Mrs. Virginia P. Richmond, Notary Public.

STATE OF Tennessee
Davidson **County.**

Personally appeared before me, John A. Lampley, a Notary Public in and for said County and State, the within named Harold W. Reynolds and Barbara E. Reynolds

the bargainor, 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 this 7th day of November, 1966

Commission Expires 7-26-67

John A. Lampley, Notary Public.

STATE TAX $ 3.23
PROBATE .50
TOTAL $ 3.73

NOV 10 1966

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

PAID NOV 10 1966 cl

STATE TAX $ .10
PROBATE .50
TOTAL $ .60

NOV 10 1966

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

PAID NOV 10 1966 cl

INSTALLMENT DEED

FROM

Houston T. Ezell and Charles D. Whorley

TO

Harold W. Reynolds and wife, Barbara E. Reynolds

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

50796

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

Nov 10 2 32 PM '66
NOTED: BOOK 115 PAGE 816
RECORDING FEE $ 2.75
DEP. REG. [illegible]

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Mail H. T. Ezell 432 Foothill Dr
Nashville

STATE OF TENNESSEE }
Davidson County }

Before me, ______________________, a Notary Public within and for the State and County aforesaid, personally appeared ______________________ and ______________________ with whom I am personally acquainted and who upon (his oath) (their several oaths) acknowledged (himself) (themselves) to be the ______________________ and ______________________ respectively of the ______________________ the within named bargainor, a corporation, and that (he) (they) as such ______________________ and ______________________ being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said ______________________ as such ______________________ and attesting the same by the said ______________________ as such ______________________.

Witness my hand and official seal at office at ______________________ on this the ______________________ day of ______________________, 19______.

My commission expires ______________________

____
Notary Public