This Instrument
REAU E. FOLK, JR., Attorney
Stahlman Bldg., Nashville, Tenn.

# Installment Deed

GTC 187896



| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Mr/Mrs Robert B. Caudill (NAME:) | new owners (NAME:) | |
| Route #1, Old Hickory Blvd. (STREET ADDRESS OR ROUTE NUMBER) | (STREET ADDRESS) | Field-Book NO. |
| Whites Creek, Tennessee (CITY) (P. O. ZONE) 37218 (STATE) | (CITY) (ZONE) (STATE) | 14D-11230 |

*FOR AND IN CONSIDERATION of the sum of* NINE THOUSAND NINE HUNDRED FIFTY AND NO/100 ($9,950.00) * * * * * * * * * * * * * * * * * * * * * * * * * * * * * *Dollars,*

*of which* TWO THOUSAND TWENTY-SIX AND 93/100 ($2,026.93) * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * *Dollars, has been paid in cash,*

*the receipt of which is hereby acknowledged, and for the remainder* SEVEN THOUSAND NINE HUNDRED TWENTY-THREE AND 07/100 ($7,923.07) * * * * * * * * * * * * * * * * * * *Dollars,*

Robert B. Caudill and wife, Eva Jean Caudill have *executed* their joint and several promissory note, of even date herewith, in the principal sum of $7,923.07, payable to the order of William Gifford in monthly installments of $100.00 each, to be applied first to interest at 6% per annum and then to the reduction of principal, beginning January 15, 1967, and continuing on the same day of each succeeding month until the total of principal and interest is paid,

*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,* WILLIAM GIFFORD and wife, SUE DRAKE GIFFORD,

*have this day bargained and sold, and do hereby transfer and convey unto the said* ROBERT B. CAUDILL and wife, EVA JEAN CAUDILL,

their ([redacted]), *heirs and assigns,*

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

A tract of land in the 14th Civil District of Davidson County, Tennessee, described partly according to a survey made by Wayne S. Cooper, Surveyor, August 11, 1966, as follows:

Beginning on the southwesterly margin of Old Hickory Boulevard at the northeasterly corner of the property conveyed to Joseph G. Hewgley and wife by deed from William Gifford and wife, of record in Book 3953, page 855, Register's Office for said County; thence, along Hewgley's easterly line (along a plank fence) south 29°28' W 577.97 feet (shown as S 28°30' W 577 feet in Hewgley's said deed) to an original iron pin by corner post; thence, continuing along Hewgley's easterly line, S 39°14' W 542.01 feet to an original iron pin (shown as S 47° W 478 feet to a 10-inch walnut in Hewgley's said deed) in the easterly line of the property conveyed to Elvis D. Taylor and wife by deed from E. B. Smith and wife, of record in Book 3250, page 557, said Register's Office; thence, along said Taylor's easterly line, S 2°30' W 90 feet to a corner; thence, continuing along said Taylor's line, N 87°30' W (shown as N 87° W in said Taylor's deed) 55 feet to a corner; thence, continuing along said Taylor's easterly line, S 2°30' W 637 feet (shown as S 2°30' W 727 feet in said Taylor's deed) to an iron pin by Twin elm and maple trees at said Taylor's southeasterly corner in Thompson's northerly line; thence, along Thompson's northerly line, S 89°09' E 515.06 feet to an original iron pin in fence line; thence, along the westerly line of the property conveyed to Richard Morris Evans and wife by deed from William Gifford and wife and others, of record in Book 2491, page 564, said Register's Office, being also the westerly line of the property conveyed by Charlie Gifford and wife to William Gifford and wife by deed of correction in Book 2495, page572, said Register's Office, N 14°14' east (shown as N 12°48' E in both deeds last referred to) 763.77 feet (shown as 732.4 feet in Book 2495, page 572) to an iron pin by hickory tree at a corner of the property

conveyed to Haskell L. Foutch and wife by deed from William Gifford and wife and others, of record in Book 2491, page 568, said Register's Office; thence, along Foutch's lines as follows: S 70°20' west 304.47 feet (shown as S 62°30' W 304 feet in Foutch's said deed) to an original iron pin by a large square rock or stone; N 23°02' E 177.3 feet (shown as N 13°50' E 203 feet in Foutch's said deed) to an iron pin by the side of original pin; N 33°54' E (shown as N 31°50' E in Foutch's deed) 400 feet to an original iron pin; N 8°24' E (shown as N 6°20' E in Foutch's deed) 176 feet to an original iron pin; N 31°04' E (shown as N 29° E in Foutch's deed) 288.4 feet to the southwesterly margin of Old Hickory Boulevard at Foutch's northwesterly corner, lying 188 feet northwest of the corner of the tract conveyed to R. Jenkins by deed of record in Book 1383, page 524, said Register's Office; thence, along the southwesterly margin of Old Hickory Boulevard, N 59°20' W 196.9 feet to the beginning, containing 15.07 acres, more or less.

Being part of the real property conveyed to William Gifford and wife, Lila Gifford, by deed from Charlie Gifford and wife, Emma Gifford, of record in Book 2487, page 626, as corrected by deed of record in Book 2495, page 572, said Register's Office, the said Lila Gifford having since died.

STATE TAX $ 14.93
PROBATE .50
TOTAL $ 15.43

DEC 22 1966

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

PAID DEC 22 1966

STATE TAX $ 5.92
PROBATE .50
TOTAL $ 6.42

DEC 22 1966

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

PAID DEC 22 1966

This is unimproved ( ) improved (XX) property, known as Route # 1, Old Hickory Blvd., Whites Creek, Tennessee
(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* Robert B. Caudill and wife, Eva Jean Caudill, their *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* Robert B. Caudill and wife, Eva Jean Caudill, 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* Robert B. Caudill and wife, Eva Jean Caudill *hereinafter referred to as trustors, hereby transfer and convey unto* W. F. Teasley, *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 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* 15th *day of* December, *19* 66

William Gifford
Sue Drake Gifford
Robert B. Caudill
Eva Jean Caudill

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

*Personally appeared before me,* Reau E. Folk, Jr., *a Notary Public in and for said County and State,* William Gifford and wife, Sue Drake Gifford and Robert B. Caudill and wife, Eva Jean Caudill,

*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* 21st *day of* December, *19* 66

Reau E. Folk Jr. *Notary Public*

NOTARY PUBLIC

*Commission expires* July 26, 1970

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.....*

Title No. Sale

**INSTALLMENT DEED**

REF: hs

FROM

WILLIAM GIFFORD and wife

TO

ROBERT B. CAUDILL and wife

55351

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

DEC 27 12 12 PM '66

NOTED: BOOK 115 PAGE 523

RECORDING FEE $ 2.75

DEP. REG. .25

Compliments of

**Guaranty Title Company**

A Division of

Title Loan Sale