FORM 1003

# INSTALLMENT DEED

BOOK 4124 PAGE 172

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| C. Mack Richmond, et ux | C. Mack Richmond, et ux | Map 51-11 |
| (NAME:) | (NAME:) | |
| Oakland Acres Drive | Oakland Acres Drive | Par 97 |
| (STREET ADDRESS OR ROUTE NUMBER) | (STREET ADDRESS) | |
| Madison, Tennessee | Madison, Tennessee | |
| (CITY) (P. O. ZONE) (STATE) | (CITY) (ZONE) (STATE) | |

FOR AND IN CONSIDERATION OF the sum of Six Thousand and no/100 ($6,000.00) DOLLARS

of which $ 5,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their one promissory note payable to Hardcastle Construction Company, Inc., 24 months from date. However this indebtedness to be held for naught and lien herein retained to be released if the parties hereto can enter into a contract to build a dwelling in the land herein described. If other builder is selected, the lien is to be paid in full.

STATE TAX $ 90.
PROBATE 50
TOTAL $ 9.50

APR 21 1967

PAID APR 21 1967

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

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

Hardcastle Construction Company, Inc

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

C. Mack Richmond and wife, Katherine A. Richmond

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 35 on map of Oakland Acres, Section Eleven, as of record in Plat Book 3700, page 26, Register's Office for Davidson County, Tennessee.

Said Lot No. 35 fronts 138.03 feet on the east side of Oakland Acres Drive and extends back between lines 195.02 feet on the north line and 195.03 feet on the south line to a dead line in the rear on which it measures 138.03 feet thereon.

Being part of the same property conveyed to Hardcastle Construction Company, Inc., by deed from W. R. Yearwood, a widower, of record in Book 3819, page 274, Register's Office for Davidson County, Tennessee.

Restrictive covenants of record in Book 3928, page 193, said Register's Office.

The Plan of record in Book 3700, page 26, said Register's Office, shows an Owner's Certificate, a 40 foot minimum building setback line from Oakland Acres Drive, and a 10 foot easement for public utility purposes along the rear line of said lot, and a 2.5 X 30 foot utility anchor easement located on the northwest corner of said lot.

This is unimproved ( ) improved (X) property, known as ---------- Oakland Acres Drive ---- Madison, Tennessee ----------
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their heirs and assigns forever. We covenant that we are lawfully seised 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 the 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 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 grantees herein do hereby transfer and convey unto Caesar E. Urrutia 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 grantees 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 $ Ins. 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 interest 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 grantees, 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 outcery, 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 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 advise 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 the grantees herein, their heirs, 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the 12th day of April 19 67.

Hardcastle Construction Company, Inc

BY: Clyde Hardcastle Pres. C. Mack Richmond

Katherine Richmond

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, James M. Foster, a Notary Public in and for said County and State, the within named C. Mack Richmond and wife, Katherine A. Richmond the 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 12th day of April, 196 67

Commission Expires Dec 2, 1967 James M. Foster, Notary Public.

STATE OF Tennessee
Davidson County

Before me, James M. Foster, a Notary Public within and for the State and County aforesaid, personally appeared Clyde Hardcastle with whom I am personally acquainted and who upon {his oath} acknowledged {himself} to be the President respectively of the Hardcastle 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 the said Clyde Hardcastle as such President

WITNESS my hand and official seal at office at Nashville, Tennessee on this the 12th day of April, 19 67

My commission expires Dec 2, 1967 James M. Foster, Notary Public

INSTALLMENT DEED

FROM
Hardcastle Construction Company, Inc

TO
C. Mack Richmond and wife,
Katherine A. Richmond

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

68912

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

APR 24 2 40 PM '67
NOTED: BOOK 116 PAGE 285
RECORDING FEE $ 2.15
DEP. REG. .50

Prepared by- Caesar E. Urrutia
406 Stahlman Bldg
Nashville, Tennessee

F. K. Foster Realty