Installment Deed

BOOK 4125 PAGE 675

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James R. Ferrell (NAME)	same (NAME)	8980 Lakewood
1310 8th Street (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	9020 Lakewood
Old Hickory Tenn. (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Thirteen Thousand and 00/100 ($13,000) ---------- *Dollars,*

of which One Thousand and 00/100 ($1,000.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Twelve Thousand and 00/100 ---------- ($12,000.00) ---------- *Dollars,*

I, James R. Ferrell, an unmarried person ---------- *have executed* and delivered a promissory lien note payable to the order of Raphel Rives, Jr., and his wife, Peggy Jean Rives, in the principal sum of Twelve Thousand Dollars ($12,000). This note is payable in installments of $110 each. The first installment is due on or before May 1, 1967, and a like installment in said amount is due on or before the first day of each succeeding month thereafter until paid in full. When payment is made, interest at the rate of six per cent per annum shall first be credited to the note, and the remainder to principal.

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, Raphel Rives, Jr., and wife, Peggy Jean Rives ----------

have this day bargained and sold, and do hereby transfer and convey unto the said James R. Ferrell and his ---------- (successors), *heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

TRACT NO. I:
Being Lot No. 1 on the plan of Teresa Drive Subdivision, as of record in Book 3842, page 82, Register's Office for said County.
Said Lot No. 1 fronts 110.0 feet on the southerly side of Teresa Drive and extends back 145.0 feet on the westerly line and 145.1 feet on the easterly line, to a dead line, measuring 112.9 feet thereon.
Being part of the real property conveyed to Raphel Rives, Jr., and wife, Peggy Jean Rives by two deeds from Jesse B. Collins and wife, of record in Book 2547, page 165, and book 3574, page 258, said Register's Office.

The conveyance to Tract No. I is made subject to:

Ten foot public utilities easement, 50-foot building setback line from Teresa Drive and conditions of owner's certificate, as shown on plan of record in book 3842, page 82, Register's Office for Davidson County, Tenn.

Easements for public utilities, sewers, water mains, etc., if any.

Provisions as set out in deed from Elvin D. MacArthur and wife, to Jesse B. Collins and wife, Edna Collins, dated April 18, 1956, filed May 29, 1956, and recorded in book 2540, page 321, Register's Office for Davidson County, Tennessee.

Restrictive covenants contained in an instrument executed by Raphel Rives, Jr. and wife, Peggy Jean Rives, dated August 29, 1966, filed August 29, 1966, and recorded in book 4051 page 175, R.O.D.C., Tennessee.

TRACT NO. II:
Land in the 4th Civil District of said County and State, described according to a survey made by Hickerson & Pleasant Engrs., Co., March 15, 1967 , as follows:

Beginning in the westerly margin of MacArthur Road at the southeast corner of the property conveyed to David T. Corley and wife, Doris E. Corley, of record in book 4110, page 39, Register's Office for said County; thence with Corley's southern boundary line north 88° 16' west 221.0 feet to an iron pin; thence south 1° 22' east 38.4 feet to an iron pin; thence south 89° 45' west 438.1 feet to an iron pin; thence north 4° 15' west 44.4 feet to an iron pin; thence north 89° 41' west 1052.4 feet to an iron pin; thence south 3° 21' east 101.5 feet to an iron pin; thence south 12° 17' east 47 feet to an iron pin; thence south 32° 26' west 79 feet to an iron pin; thence south 63° 45' east 50 feet to an iron pin; thence north 79° 50' east 357.5 feet to an iron pin; thence south 87° 26' east 250.4 feet to an iron pin; thence south 76° 56' east 67.0 feet to an iron pin; thence south 0° 14' west 15 feet to an iron pin; thence north 86° 49' east 391 feet to an iron pin; thence south 89° 41' east 637.5 feet to the westerly margin of MacArthur Road; thence with the westerly margin of said road north 4° 41' east 196.2 feet to the beginning.

Being part of the real property conveyed to Raphel Rives, Jr., and wife, Peggy Jean Rives, by deed from Jesse B. Collins and wife, of record in Book 2547, page 165, said Register's Office.

unimproved ( )
This is ~~improved~~ ( ) property, known as Lot #1 Teresa Drive (House Number) Lot # MacArthur Road (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 James R. Ferrell and his---------- *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.*

STATE TAX $ 1.10
PROBATE .50
TOTAL $ 20.00

APR 27 1967 MK
PAID APR 27 1967
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

STATE TAX $ 10.00
PROBATE .50
TOTAL $ 10.50

APR 27 1967 MK
PAID APR 27 1967
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

We *further covenant and bind* ourselves and our *heirs and representatives, to warrant and forever defend the title to said real estate to said* James R. Ferrell---------- (~~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 James R. Ferrell---------- *hereinafter referred to as trustors, hereby transfer and convey unto* Earl Thompson *, 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 $2,000.00 *, 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

of

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.

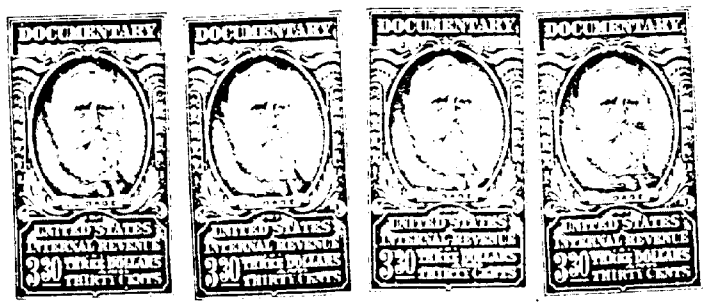
3rd. To the payment of all unpaid indebtedness herein secured, and any and all sums expended in the protection of said property, as herein authorized.

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 28 *day of* March, *19* 67.





Raphel Rives, Jr.

Peggy Jean Rives

James R. Ferrell

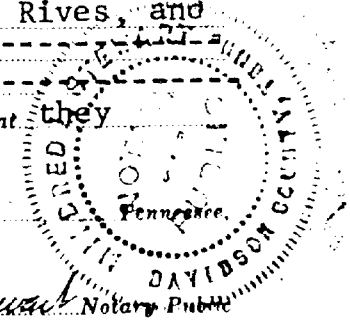
STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Mildred D. Stewart, *a Notary Public in and for said County and State,* Raphel Rives, Jr. and wife, Peggy Jean Rives, and James R. Ferrell, an unmarried person----------

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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 Old Hickory, *Tennessee,*
this 28 *day of* March, *19* 67



Mildred D. Stewart *Notary Public*

My Commission Expires November 4, 1970

Commission expires

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.....

This instrument prepared by:
Earl Thompson, Atty.
415 Nashville Bank & Trust
Nashville, Tennessee

INSTALLMENT DEED

FROM

Raphel Rives, Jr., et ux

TO

James R. Ferrell

1310 S. 11th Street
Nashville, Tenn. 37206

69428

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN.

APR 27 12 20 PM '67

NOTE BOOK 116 PAGE 327

RECORDING FEE $ 3.50

DEP. REG. .....

Compliments of

Guaranty Title Company

A Division of

Kansas City Title Insurance Company

American Trust Building

S. W. Cor. Third & Union

NASHVILLE, TENNESSEE