Installment Deed

BOOK 4140 PAGE 369

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Houston Ezell (NAME:)	(NAME:)	Map. 149-8
Foothill Dr. (STREET ADDRESS OR ROUTE NUMBER)	P/O (STREET ADDRESS)	Par. 1
Nashville Tenn. (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	PW

FOR AND IN CONSIDERATION of the sum of THIRTY-THREE THOUSAND SEVEN HUNDRED FIFTY AND NO/100 ($33,750.00)---------- *Dollars,*

of which NINE THOUSAND SEVEN HUNDRED EIGHTY-SEVEN AND 50/100 ($9,787.50) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder TWENTY-THREE THOUSAND NINE HUNDRED SIXTY-TWO AND 50/100 ($23,962.50)---------- *Dollars,*

Houston T. Ezell and Douglas L. Sanders, a partnership d/b/a Eze-San Company *have executed*
an installment deed note of even date in the principal amount of Twenty-Three Thousand Nine Hundred Sixty-Two and 50/100 ($23,962.50) Dollars payable to the order of J. E. Moss and wife, Dorothy H. Moss. Said note being due and payable in three equal annual installments of Seven Thousand Nine Hundred Eighty-Seven and 50/100 ($7,987.50) Dollars each plus interest at the rate of six per cent (6%) per annum on the unpaid principal balance. First installment being due and payable on or before the 10 day of June, 1968, and on the same day of each succeeding year thereafter a like amount until the entire amount, both principal and interest, has been paid in full.

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,

J. E. Moss and wife, Dorothy H. Moss,

have this day bargained and sold, and do hereby transfer and convey unto the said Houston T. Ezell and Douglas L. Sanders, a partnership d/b/a Eze-San Company, their ~~successors~~, *heirs and assigns,*

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

A tract of land in the 2nd Civil District of Davidson County, Tennessee, being part of a tract marked "Reserved for Commercial" as shown on the Plan of Dorhill Acres, Section 2, as of record in Book 2331, page 144, Register's Office for Davidson County, Tennessee, more particularly described as follows:

Beginning at a concrete monument on the northeasterly side of Murfreesboro Pike at the beginning of a curve into Rural Hill Road; thence with Murfreesboro Pike, north 41° 36' west a distance of 280 feet to a point; thence leaving the Pike, north 48° 24' east a distance of 300 feet to a point; thence south 41° 36' east a distance of 300 feet, more or less, to a point in the margin of Rural Hill Road; thence along the margin of Rural Hill Road in a long arc in a southwesterly direction a distance of 96.92 feet to a concrete monument; thence still along the margin of Rural Hill Road, south 48° 24' west a distance of 183.08 feet to a concrete monument at the beginning of a curve; thence around the curve a distance of 31.42 feet to the point of beginning.

Included in the above described property but to be expressly excluded therefrom is the following described property:

(CONTINUED)

This Instrument Was Prepared By

Of The Law Firm Pedigo & Saindon
Stahlman Building: Nashville, Tennessee

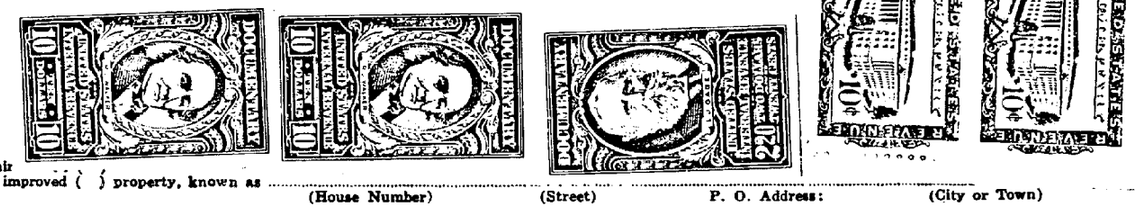
A tract of land in the 2nd Civil District of Davidson County, Tennessee, and being a part of a tract marked "Reserved for Commercial", at the northwest corner of Murfreesboro Pike and Rural Hill Road as shown on the Plan of Dorhill Acres, Section Two, as of record in Book 2331, page 144, Register's Office for said County, described according to a survey made by James L. Murphy, Jr. & Co., dated January 27, 1965, as follows:

Beginning at a concrete monument on the northeasterly side of Murfreesboro Pike at the beginning of a curve into Rural Hill Road; thence with Murfreesboro Pike, north 41° 36' west 130 feet; thence leaving the Pike, north 48° 24' east 150 feet; thence south 41° 36' east 150 feet to the northerly margin of Rural Hill Road; thence with said Road, south 48° 24' west 130 feet to a monument at the beginning of a curve; thence around the curve in a southwesterly direction 31.42 feet to the point of beginning.

Being the same property conveyed to Phillips Petroleum Company, by deed from J. E. Moss and wife, Dorothy H. Moss, of record in Book 3901, page 774, Register's Office for Davidson County, Tennessee.

Being part of the property conveyed to J. E. Moss and wife, Dorothy H. Moss, by deed from P. F. Townes and wife, as of record in Book 2249, page 387, Register's Office for Davidson County, Tennessee.

Grantors will release any portion of this property when paid for without penalty.



unir
This is improved ( ) property, known as ..... (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 Houston T. Ezell and Douglas L. Sanders, a partnership d/b/a Eze-San Company, their ~~successors~~, *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* Houston T. Ezell and Douglas L. Sanders, a partnership d/b/a Eze-San Company, their ~~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 Houston T. Ezell and Douglas L. Sanders, a partnership d/b/a Eze-San Company, *hereinafter referred to as trustors, hereby transfer and convey unto* John Cobb, 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 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 10 *day of* June, *19* 67

J. E. Moss

Dorothy H. Moss

Houston T. Ezell

Douglas L. Sanders

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, ..., *a Notary Public in and for said County and State,* J. E. Moss and wife, Dorothy H. Moss, and Houston T. Ezell and Douglas L. Sanders, *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* 10 *day of* June, *19* 67

Houston Ross Notary Public

NOTARY PUBLIC DAVIDSON COUNTY

Commission expires 4/27/70

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 corporation by .....self as.....

Witness my hand and seal, at office in.....,
this.....day of....., 19.....

.....*Notary Public*

Commission expires.....

INSTALLMENT DEED

FROM

J. E. MOSS, ET UX

TO

HOUSTON T. EZELL and DOUGLAS L. SANDERS, a Partnership d/b/a EZE-SAN COMPANY

75203

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

JUN 12 10 26 AM '67

NOTED: BOOK 116 PAGE 57
RECORDING FEE $ 2.50
DEP. REG. .50

Compliments of

GUARANTY TITLE
Office of
CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

PEDIGO & SAINDON

STATE TAX $ 5.63
PROBATE 50
TOTAL $ 6.13

JUN 12 1967

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

PAID JUN 12 1967

STATE TAX $ 2.19
PROBATE 50
TOTAL $ 2.69

JUN 12 1967

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

PAID JUN 12 1967