Installment Deed

BOOK 4192 PAGE 910

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Robert L. Sylar,	Same	Map. 63
(NAME:)	(NAME:)	Par. 10
605 Freda Villa,		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Madison, Tenn., 37115		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Fifteen Thousand Six Hundred Thirty ($15,630.00) and no/100 ---------- *Dollars, of which* One Thousand ($1,000.00) and no/100 ---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder,* Fourteen Thousand Six Hundred Thirty ($14,630.00) and no/100 ---------- *Dollars,* Robert L. Sylar and wife, Evelyn C. Sylar, and Jerry A. Rittenberry and wife, Anne L. Rittenberry, *have executed* their joint and several promissory note of even date herewith, payable to the order of Clara Ethel Huffines, in equal monthly installments at the rate of One Hundred Sixty-Two and 42/100 ($162.42) Dollars per installment, including principal and interest at the rate of 6% per annum, the first installment being due January 1, 1968, and thereafter on the first day of each succeeding month, until said note 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, Clara Ethel Huffines, a widow, has ~~XXX~~ *this day bargained and sold, and do hereby transfer and convey unto the said* Robert L. Sylar and wife, Evelyn C. Sylar, a one-half (1/2) undivided interest, and to Jerry A. Rittenberry and wife, Anne L. Rittenberry, an undivided one-half (1/2) interest, their ~~XXXXXX~~, *heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in the 11th Civil District of Davidson County, Tennessee, described according to a survey made by Harold F. Morris, Surveyor, January 26, 1967, as follows:

Beginning in the center of Neelys Bend Road at the northeast corner of the property conveyed to Willard Powers and wife, of record in book 3462, page 448, Register's Office for said County; thence with said Power's northern boundary line south 72° 30' west 729.10 feet; thence south 66° 15' west 496.45 feet; thence south 43° 17' west 84.78 feet; thence north 9° 27' west 790 feet; thence north 77° 41' east 927.32 feet to the northwest corner of J. M. Beck property; thence south 14° 40' east 471.21 feet to the southwest corner of the F. C. Hick's property; thence with said Hick's southern boundary line north 66° 57' east 47.65 feet north 66° 03' east 92.82 feet and north 75° 43' east 150 feet to the center of Neely's Bend Road; thence with said road south 15° 48' east 140.30 feet to the beginning, containing 15.63 acres, more or less.

Being part of the real property conveyed to L. C. Huffines and wife, Clara Ethel Huffines by deed from Alma Stanton Burton of record in book 1577, page 174, said Register's Office. The said L. C. Huffines having since died.

This instrument was prepared by David G. Gray, Attorney, Suite 1133 Stahlman Building, Nashville, Tennessee, 37201

STATE TAX $ 2345
PROBATE .50
TOTAL $ 2395

NOV 28 1967

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

PAID NOV 28 1967

STATE TAX $ 1763
PROBATE .50
TOTAL $ 1813

NOV 28 1967

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

PAID NOV 28 1967

unimproved (X)
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 Robert L. Sylar and wife, Evelyn C. Syler, an undivided one-half interest, and to the said Jerry A. Rittenberry and wife, Anne ~~Rittenberry~~, their heirs and assigns forever. I *covenant that* I am *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.*, except for the easement for the right of way of Neely's Bend Road lying within the boundaries described.

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said* Robert L. Sylar and wife, Evelyn C. Syler, and to the said Jerry A. Rittenberry and wife, Anne L. Rittenberry, their ~~executors~~, 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 L. Sylar and wife, Evelyn C. Sylar and the said Jerry A. Rittenberry and wife, Anne L. Rittenberry, *hereinafter referred to as trustors, hereby transfer and convey unto* Ernest C. Matthews, III, *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 27th *day of* November, *19*67.

97742

DOCUMENTARY
UNITED STATES INTERNAL REVENUE
1.10 ONE DOLLAR TEN CENTS

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

NOV 28 11 24 AM '67

NOTED, BOOK 112 PAGE 750
RECORDING FEE $ 4.50
DEP. REG. m

Clara Ethel Huffines
Robert L. Sylar
Evelyn C. Sylar
Jerry A. Rittenberry
Anne L. Rittenberry

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Mary L. Brackman, *a Notary Public in and for said County and State,* Clara Ethel Huffines, a widow, Robert L. Sylar and wife, Evelyn C. Sylar, and Jerry A. Rittenberry and wife, Anne L. Rittenberry,

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* 27th *day of* November, *19*67.

Mary L. Brackman *Notary Public*

Commission expires August 17, 1968.