Installment Deed

BOOK 4196 PAGE 529

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Charles K. Donoho, et ux	SAME	L 9020
(NAME:) 401 McArthur Road	(NAME:) SAME	L 8980
(STREET ADDRESS OR ROUTE NUMBER) Old Hickory, Tennessee	(STREET ADDRESS) SAME	Map 53-11
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	Par. 108 PW

FOR AND IN CONSIDERATION of the sum of Four Thousand Five Hundred-------

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Dollars,

of which Seven Hundred---

Dollars, has been paid in cash,

the receipt of which is hereby acknowledged, and for the remainder Three Thousand Eight Hundred--

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Dollars,

Charles K. Donoho and his wife, Joyce A. Donoho----------

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*ha*ve *executed*

and delivered their joint and several note payable to the order of Raphel Rives, Jr. Said note is payable One Hundred Dollars ($100.00) per month principal payments, and in addition to each monthly payment, interest at the rate of six (6%) per cent per annum on the unpaid principal balance shall additionally be paid. Said note and interest will be paid on the first day of each respective month until fully paid, the first of which said payments are due on the first day of November, 1966, and a like payment of both principal and interest on the first day of each succeeding month thereafter, until the entire note with 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, we, Raphel Rives, Jr. and wife, Peggy Jean Rives----------

have this day bargained and sold, and do hereby transfer and convey unto the said Charles K. Donoho and his wife, Joyce A. Donoho----------

and their ----------*(successors), heirs and assigns,*

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

Land in Davidson County, Tennessee, being Lot No. 4 on the Plan of Teresa Drive Subdivision, as of record in Book 3842, page 82, Register's Office for said County, described as follows:

Beginning on the southerly margin of Teresa Drive at the corner of Lots Nos. 3 and 4; thence with the line between said two lots, southerly 145 feet; thence south 89 deg. 45' west 110 feet; thence north 0 deg. 15' west 44.4 feet; thence north 89 deg. 41 west 1,052.4 feet; thence north 3 deg. 21' west 99.2 feet to the corner of lots Nos. 4 and 5; thence with the line between said two lots, easterly 1,057.7 feet, and continuing with the same, northeasterly 59.9 feet to the southwesterly margin of Teresa Drive; thence with the same southeasterly _____ feet to the beginning.

Being part of the real property conveyed to Raphel Rives, Jr, and wife, Peggy Jean Rives, by three deeds from Jesse B. Collins and wife, of record in Book 2547, page 165, Book 3574, page 258, and Book 4012, page 542, said Register's Office.

This property is hereby conveyed to such:

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

Easement for ingress and egress across the premises, to a well located on said property, as set out in deed from Jesse B. Collins and wife, to Raphel Rives, Jr., and wife, of record in Book 4012, Page 542, Register's Office for Davidson County, Tennessee.

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



This is unimproved { } property, known as Vacant Lot, Lot #4, Plan of Teresa Drive Subdivision, Record Book 3842, page 82, Old Hickory, Tenn.
(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 Charles K. Donoho and Joyce A. Donoho and 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.*

STATE TAX $ 6.00
PROBATE .50
TOTAL $ 6.50

DEC 12 1967 PAID DEC 12 1967 c 1
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

STATE TAX $ 1.80
PROBATE .50
TOTAL $ 2.30

DEC 12 1967 PAID DEC 12 1967 c 7
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* Charles K. Donoho and Joyce A. Donoho and 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 Charles K. Donoho and Joyce A. Donoho---------- *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 Vacant Lot, *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* September, *19* 66.

This instrument was prepared by:

Earl Thompson, Atty.
415 Nashville Bank and
Trust Building
Nashville, Tennessee

R.R. Raphel Rives

P.J.R. Peggy J. Rives

C.K.D. Charles K. Donoho

J.A.D. Joyce A. Donoho

93433

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN
Dec 12 9 07 AM '67
RECORDING FEE $ 4.50 PAGE 117
DEP. REG. m

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, ..., *a Notary Public in and for said County and State,* Raphel Rives and Peggy Jean Rives, and Charles K. Donoho and Joyce A. Donoho

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* 11th *day of* September, *19* 66.

Billy C. Ferris *Notary Public*

Commission expires MY COMMISSION EXPIRES 11-5-67