# Installment Deed

BOOK 4215 PAGE 862

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP, PARCEL NUMBERS |
|---|---|---|
| C & E Development Co. (NAME) | Houston T. Ezell (NAME) | Map 149 |
| 432 Foothill Drive (STREET ADDRESS OR ROUTE NUMBER) | 432 Foothill Drive (STREET ADDRESS) | Pcl. 135-161 |
| Nashville Tenn (CITY) (P. O. ZONE) (STATE) | Nashville Tenn (CITY) (ZONE) (STATE) | P/O 13 Pcl |

*FOR AND IN CONSIDERATION of the sum of* SIXTY-SIX THOUSAND EIGHT HUNDRED SEVENTY AND NO/100 ($66,870.00) *Dollars,*

*of which* TWO THOUSAND THREE HUNDRED SEVENTY AND NO/100 ($2,370.00) *Dollars, has been paid in cash,*

*the receipt of which is hereby acknowledged, and for the remainder* SIXTY-FOUR THOUSAND FIVE HUNDRED AND NO/100 ($64,500.00) *Dollars,*

Houston T. Ezell and Otis W. Charlton

*has executed*

an installment deed note of even date in the principal amount of Sixty-Four Thousand Five Hundred and no/100 ($64,500.00) Dollars payable to the order of Audrey C. Sanders. Said note being due and payable in monthly installments of Three Hundred Twenty-Two and 50/100 ($322.50) Dollars each with the first installment being due and payable on or before April 1, 1968 and on the same day of each succeeding month thereafter until paid in full. Said note bears interest at the rate of 6% per annum.

It is agreed that no more than 25% will be paid to the holder of the note in any one year unless agreed upon by all parties.

*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,*

Audrey C. Sanders

*have this day bargained and sold, and do hereby transfer and convey unto the said*

Houston T. Ezell and Otis W. Charlton

their ~~heirs~~, *heirs and assigns,*

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

TRACT ONE: Land in the 2nd Civil District of Davidson County, Tennessee, described according to a survey made by James L. Murphy, Jr., and Company, Engineers, September 8, 1967, as follows:

Beginning at a point north 20° 38' west 353.80 feet from the westerly margin of Bell Road, said point being the southeast corner of the property conveyed to Pauline J. Charlton, of record in Book 3834, page 716, Register's Office for said County; thence with said Charlton's southern boundary line 80° 12' west 458.23 feet; thence south 2° 58' west 258.13 feet; thence south 86° 35' west 44 feet; thence south 12° 22' west 83.06 feet; thence north 80° 28' west 402.68 feet; thence north 0° 49' east 162.77 feet; thence south 84° 08' east 249.10 feet to the westerly margin of Bell Road; thence with said Road, north 13° 13' east 18.25 feet; thence north 20° 38' west 353.80 feet to the beginning, containing 4.6583 acres, more or less.

(CONTINUED)

THIS INSTRUMENT WAS PREPARED BY Drewry W. Pedigo OF THE LAW FIRM PEDIGO & SAINDON, STAHLMAN BUILDING, NASHVILLE, TENNESSEE

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 66,870.00

Otis W. Charlton
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 1 DAY OF March 1968

Deputy Register

STATE OF
COUNTY
THE
$
SUBSCRIBE
MY COMMI

EATER, FOR THIS TRANSFER IS

F 19

TRACT TWO: Land in the 2nd Civil District of Davidson County, Tennessee, described according to a survey made by James L. Murphy, Jr., and Company, Engineers, August 10, 1967, as follows:

Beginning on the easterly margin of Bell Road at the northwest corner of the property conveyed to James M. Charlton, of record in Book 3434, page 419, Register's Office for said County; thence with the northern boundary line of said Charlton Property, south 38° 52' east 384.33 feet; thence north 46° 30' west 115 feet; thence north 45° 30' west 52 feet; thence north 47° 15' east 176 feet; thence north 47° 55' west 306 feet; thence south 47° 30' west 110 feet; thence south 12° 00' west 23 feet, more or less; thence south 23° east 192 feet, more or less; thence south 71° west 138 feet, more or less, to the easterly margin of Bell Road; thence with the same southerly 132 feet, more or less, to the beginning, containing 2.26 acres, more or less.

Being part of the real property conveyed to James Loyal Sanders and wife, Audrey Charlton Sanders, by deed from J. S. Tatom and wife, of record in Book 1759, page 224, part of the real property conveyed to James Loyal Sanders and wife, Audrey C. Sanders, by deed from Arizona Maude Hale, of record in Book 2454, page 605, and the same property conveyed to James Loyal Sanders and wife, by deed from Arthur L. Porch and wife, of record in Book 2962, page 339, said Register's Office.

Tract One is part of the real property conveyed to J. L. Sanders and wife, Audrey C. Sanders, by deed from J. M. Charlton and wife, of record in Book 3374, page 579, Register's Office for said County, the said J. L. Sanders having since died.

Audrey Charlton Sanders and Audrey C. Sanders is one and the same person.

This is { unimproved / 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 Otis W. Charlton, their (HEIRS), *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.*

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Houston T. Ezell and Otis W. Charlton, their (HEIRS), *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 Otis W. Charlton *hereinafter referred to as trustors, hereby transfer and convey unto* Phillip Saindon, *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* 29 *day of* February, *19*68.

Houston T. Ezell

Otis W. Charlton

Audrey C. Sanders

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

*Personally appeared before me,* Mrs Virginia Richmond, *a Notary Public in and for said County and State,* Audrey C. Sanders, Houston T. Ezell and Otis W. Charlton, *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* 29 *day of* February, *19*68.

Mrs. Virginia Richmond
*Notary Public*

VIRGINIA P. RICHMOND NOTARY PUBLIC DAVIDSON COUNTY, TENN.

*Commission expires* Nov. 5 1970

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.....*

07620

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

MAR 1 8 59 AM '68
NOTED: BOOK 118 PAGE 349
RECORDING FEE $ 6.00
DEP. REG. R

STATE TAX $ 123.94
PROBATE .50
TOTAL $ 124.44

MAR 1 1968

FELIX Z. WILSON, II
COUNTY REGISTER
DAVIDSON COUNTY, TENN.

STATE TAX $ 62.50
PROBATE .50
TOTAL $ 62.50

MAR 1 1968

FELIX Z. WILSON, II
COUNTY REGISTER
DAVIDSON COUNTY, TENN.

Mail C & D Lumber Co P.O. Box 428 Hopkinsville Ky

# INSTALLMENT DEED

FROM

AUDREY C. SANDERS

TO

HOUSTON T. EZELL and OTIS W. CHARLTON

Compliments of

GUARANTY TITLE

Office of

CHICAGO TITLE INSURANCE COMPANY

American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

PEDIGO & SAT ON