Installment Deed

BOOK 4230 PAGE 832

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Donald G. Fulcher and wife, Same		7/n 122-10 P 13
(NAME:) Jean M. Fulcher	(NAME:)	P/O 122 P 38
1111 10 S. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Seven Thousand Three Hundred and No/100 ----------($7,300.00)---------- *Dollars,* *of which* Two Thousand Eight Hundred and No/100----------($2,800.00)---------- ---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Four Thousand Five Hundred and No/100----------($4,500.00)---------- *Dollars,* Donald G. Fulcher and wife, Jean M. Fulcher ..... *have executed* their promissory note of even date herewith payable to the order of Cecil F. Fox and wife, Sara P. Fox in the principal amount of Four Thousand Five Hundred and No/100 ($4,500.00) Dollars, payable as follows: On the 1st day of April, 1966, the sum of Fifty Eight and No/100 ($58.00) Dollars, and thereafter Fifty Nine (59) monthly installments each for a like amount on the 1st day of each succeeding month which includes principal and interest at the rate of six (6%) per cent per annum, to be applied first to the payment of interest and the remainder to principal, and the sum of One Thousand Five Hundred and No/100 ($1,500.00) Dollars due on February 4, 1967, with interest thereon at the rate of six (6%) per cent per annum until paid.

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, Cecil F. Fox and wife, Sara P. Fox ..... *have this day bargained and sold, and do hereby transfer and convey unto the said* Donald G. Fulcher and wife, Jean M. Fulcher, their ..... ~~successors~~ *heirs and assigns,* *certain real estate in Davidson County, Tennessee, as follows:* TRACT NO.1: Being Lot No. 9 on the Plan of Merrymount Acres, Section 1, as of record in Book 3700, page 17, Register's Office for said County, and being described as follows:

BEGINNING at a point in the southwesterly margin of Highway 70S, the common front corner of Lots Nos. 9 and 10; thence southeastwardly with the margin of said Highway, 202.1 feet to a concrete monument in the margin of said highway, the beginning of a curve; thence southwardly around said curve 39.2 feet to a concrete monument in the northwesterly margin of an unnamed street; thence southwestwardly with the margin of said unnamed street, 170.25 feet to a concrete monument; thence North 60° 39' West 229.56 feet to a concrete monument, the common rear corner of Lots Nos. 9 and 10; thence northeastwardly along the line between said lots Nos. 9 and 10, 210.7 feet to the point of beginning.

TRACT NO. 2: Land in Davidson County, Tennessee, being Lot No. 10 on the Plan of Merrymount Acres, Section 1, as of record in Book 3700, page 17, Register's Office for said County.

SAID Lot No. 10 fronts 130.0 feet on the southwesterly margin of Highway 70S and runs back between lines 397.0 feet on the northwesterly line and 210.7 feet on the southwesterly line, to a dead line in the rear on which it measures 227.42 feet.

This instrument prepared by: I. R. Schulman, Attorney
1100 American Trust Building
Nashville, Tennessee

TRACT NO. 3: A tract of land situated in the 9th Civil District of Davidson County, Tennessee, described as follows:

BEGINNING at a concrete monument being the most westerly corner of Lot 9 and the southeasterly corner of Lot 10 of Merrymount Acres, Section I, as recorded in the Register's Office, Davidson County, Book 3700, page 17; thence, South 60° 39' east, a distance of 293.79 feet to a concrete monument in the line of the property now or formerly owned by Nell Bernard; thence, with said property line south 32° 53' west, a distance of 915.00 feet to an iron pin; thence, leaving said property line north 49° 43' west, a distance of 107.45 feet to an iron pin; thence, North 08° 24' east a distance of 766.00 feet to an iron pin in the boundary of aforesaid Merrymount Acres, Section I; thence, with said boundary north 68° 03' east, a distance of 227.42 feet to the point of beginning, and containing 5.86 acres, more or less, as per survey by Turner Engineering Company, Inc., dated February 21, 1966.

BEING part of the same property conveyed to Cecil F. Fox and wife, Sara P. Fox, by deed from Charles Marsh et al, of record in Book 3817, page 877, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to restrictive covenants of record in Book 3910, page 809, Register's Office for Davidson County, Tennessee; owner's certificate, a 150 foot minimum building setback line from Highway 70 (S) for Lot No. 10, and a 100 foot building setback line from Highway 70 (S) and a 40 foot setback line from an unnamed street for Lot No. 9; a 10 foot easement for public utility purposes and drainage along the rear lines of said lots, and an easement for overhang for Lot No. 9 as shown on plat, of record in Book 3700, page 17, Register's Office for Davidson County, Tennessee. (Applicable to Tracts 1 and 2)

This is unimproved (X) improved ( ) property, known as Highway 70S, Nashville, Tennessee
(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 Donald G. Fulcher and wife, Jean M. Fulcher *(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.* except by taxes for the year 1966; restrictive covenants, owner's certificate, setback lines and easements as hereinabove set forth, subject to which this conveyance is executed.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Donald G. Fulcher and wife, Jean M. Fulcher, 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 Donald G. Fulcher and wife, Jean M. Fulcher *hereinafter referred to as trustors, hereby transfer and convey unto* T. T. McCarley, *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 2nd *day of* March, *19* 66

Cecil F. Fox
Cecil F. Fox

Sara P. Fox
Sara P. Fox

Donald G. Fulcher
Donald G. Fulcher
Jean M. Fulcher

Jean M. Fulcher

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, S. L. Eckhardt, *a Notary Public in and for said County and State,* Cecil F. Fox and wife, Sara P. Fox, and Donald G. Fulcher and wife, Jean M. Fulcher

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 2nd *day of* March, *19* 66.

S. L. Eckhardt
Notary Public

NOTARY PUBLIC DAVIDSON COUNTY TENNESSEE

Commission expires

STATE OF.....

COUNTY OF.....

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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 TAX $ 18.98
PROBATE .50
TOTAL $ 19.48

APR 29 1968

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

STATE TAX $ 2.50
PROBATE
TOTAL $ 2.50

APR 29 1968

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

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 that he is the* .....*of* .....*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.....

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $ 7,300. Affiant D. G. Fulcher
Subscribed and sworn to before me this 29 day of April 1968
Deputy Register A. Gentry

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

APR 29 10 02 AM '68
RECORDING FEE $ 1.50
DEP. REG.

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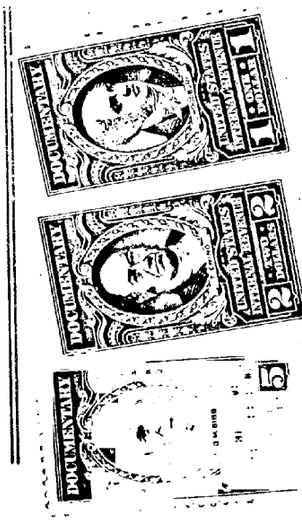
14261

Mail
Donald G. Fulcher
933 Clinton Pl.
Nashville, Tenn.
37205

INSTALLMENT DEED

FROM
Cecil E. Fox, et ux

TO
Donald G. Fulcher, et ux



Guaranty Title Company
A Division of
Kansas City Title Insurance Company
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE