Installment Deed

BOOK 4258 PAGE 647

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
James A. & Zoraida V. Ford	new owners	Map 172
(NAME:) Rt. #1	(NAME:) Rt. #1	Pt Par. 27
(STREET ADDRESS OR ROUTE NUMBER) Brentwood, Tennessee	(STREET ADDRESS) Brentwood, Tennessee	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	PW

FOR AND IN CONSIDERATION of the sum of Sixty Five Thousand Six Hundred Fifty Dollars and 00/100---------- *Dollars,*

of which Ten Thousand Dollars and 00/100---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Fifty Five Thousand Six Hundred Fifty and 00/100---------- *Dollars,*

James A. and wife Zoraida V. Ford

have executed

their promissory note payable to Elmo Phillips and wife, Myrtle B. Phillips in the principal sum of $55,650.00, payable in annual installments as follows: On the 15th day of July, 1969 the sum of $8000.00 and thereafter for the next suceeding seven (7) years on the 15th day of July of each year the sum of $8000.00 and the remaining balance and interest of $6,219.49 on July 15, 1978; Each installment payment shall be applied to principal and interest, at the rate of 5% per annum, and the balance is to be re-computed and the interest added to the outstanding balance after each annual payment has been made.

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, Elmo Phillips and wife, Myrtle B. Phillips

have this day bargained and sold, and do hereby transfer and convey unto the said James A. and wife, Zoraida V. Ford

(successors), heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows: A tract of land and being located in the 31st, (formerly 6th) civil district of Davidson County, Tennessee and more specifically described as; Beginning at a point in the southerly right-of-way of Old Hickory Boulevard, said point being approximately 4,475 feet east from the centerline of Edmondson Pike; thence leaving said right-of-way, S14°22'E. more or less, 375 feet more or less to a point; thence S86°15' E. more or less, 477 feet more or less to a point in the line between subject tract and McMurray property; thence with said property S5°05'W. more or less, 1,060 feet more or less to a point; thence S2°00'W. more or less, 50 feet more or less to a point; thence S7°00'E. more or less, 200 feet more or less to a point; thence S14°00'E. more or less, 280 feet more or less to a point; thence S31°00'E. more or less, 231 feet more or less to a point; thence N76°30'W. more or less, 150 feet more or less to a point; thence N88°00'W. more or less, 120 feet more or less to a point; thence S6°00'W. more or less, 25 feet more or less to a point; thence leaving the line between subject tract and the McMurray property S73°15'W. more or less, 245 feet more or less to a point; thence S15°55'E. more or less, 180 feet more or less to a point; thence S89°15'W. more or less, 290 feet more or less to a point on the turnaround of toad "B"; thence with a curve to the left having a radius of 215 feet more or less and in a general southwesterly direction, 150 feet more or less to a point; thence N54°05'W. more or less, 50 feet more or less to a point; thence with a curve to the left having a radius of 100 feet and in a general northerly direction, 125 feet more or less; thence with the right-of-way of road "B" N22°10'W. more or less, 352 feet more or less to a point; thence with a curve to the left having a radius of 610 feet more or less and in a general northwesterly direction 283 feet more or less to a point; thence N48°50'W. more or less, 347 feet more or less to a point; thence with the radius at the intersection of road "A" having a radius of 25 feet, a distance of 40 feet more or

less to a point; thence crossing road "A" radially, N46°05'W. more or less; 50 feet to a point; thence with the westerly right-of-way of road "A" and with a curve to the left having a radius of 775 feet more or less, and in a general northeasterly direction, 35 feet more or less; thence leaving said road N47°45'W. more or less, 253 feet more or less to a point; thence N23°45'E. more or less, 90 feet more or less to a point; thence S86°00'E. more or less, 112 feet more or less to a point; thence N17°50'E. more or less, 275 feet more or less to a point; thence with the northerly right-of-way of road "C" with a curve to the left having a radius of 1,245 feet more or less, and in a general easterly direction, 25 feet more or less to a point; thence N75°43'W. more or less, 130 feet more or less to a point being the radius between road "C" and road "A" having a radius of 25 feet, a distance of 39.27 feet; thence with the westerly right-of-way of road "A" N14°17'E. more or less, 57 feet more or less to a point, thence with a curve to the left having a radius of 905 feet more or less and in a general northerly direction, a distance of 170 feet more or less; thence N3°32'E. more or less 147 feet more or less to a point; thence with a curve to the left having a radius of 577.47 feet, a distance of 200 feet more or less to a point being the radius between road "A" and Old Hickory Boulevard having a radius of 25 feet and a distance of 38.03 feet to a point in the southerly right-of-way of Old Hickory Boulevard; thence with said right-of-way being a curve to the left having a radius of 1,005.09 feet, a distance of 97.58 feet; thence with the radius between Old Hickory Boulevardand road "A" having a radius of 25 feet, a distance of 38.03 feet to a point on the easterly right-of-way of road "A"; thence with a curve to the right having a radius of 627.47 feet and in a general southerly direction, 145 feet more or less to a point; thence leaving said right-of-way with Gladney's south line N83°46'E., 224.18 feet to a point; thence with Roland's property line S54°00'E., 190.0 feet to a point; thence N17°05'E., 46.03 feet to a point; thence N25°00'W., 380 feet more or less to the southerly right-of-way of Old Hickory Boulevard; thence with said right-of-way N66°00'E., more or less, 275 feet more or less to a point; thence with a curve to the left and in a general northeasterly direction, 100 feet more or less to the point of beginning and containing 52.52 acres more or less.

Being part of the real estate conveyed to Elmo Phillips and wife, Myrtle B. Phillips by deed from J.P. Dolan and wife of Record in Book 1312, page 223, Register's Office for Davidson County, Tennessee.

unimproved ( )
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 James A. and wife, Zoraida V. Ford, 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.* except 1968 taxes which are to be apportioned.

In the event the buyer wishes to sell a portion of the property herein conveyed or obtain a release of the lien to secure the purchase price, for development thereof we, the sellers, hereby agree to execute a release to that portion desired upon payment to us of $1000.00 per acre for that portion of the land released, which payment shall be credited to the unpaid balance of the purchase price.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* James A. and wife, Zoraida Vs. Ford ..... *(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 James A. and wife, Zoraida V. Ford ..... *hereinafter referred to as trustors, hereby transfer and convey unto* Robert T. Phillips, *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, ...

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 23rd *day of* July, *19* 68

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $65,850, which amount is equal to or greater than the amount which the property transferred would command at a fair and volunatary sale.

✓ Elmo Phillips

✓ Myrtle Barnes Phillips

✓ James A. Ford

✓ Zoraida V. Ford

✓ James A. Ford
Affiant

Subscribed and sworn to before me this the 23rd day of July, 1968.

Robert T. Phillips
Notary Public

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Robert T. Phillips, *a Notary Public in and for said County and State,* Elmo Phillips & wife, Myrtle B. Phillips, James A. Ford & wife, Zoraida V. Ford

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* 23rd *day of* July, *19* 68.

Robert T. Phillips *Notary Public*

Commission expires 10-28-69

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 corporatoin by .....self as.....

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

.....Notary Public

Commission expires.....

INSTALLMENT DEED

FROM

Elmo Phillips and wife,

TO

Myrtle B. Phillips

TO

James A. Ford and wife,

Zoralda V. Ford

5621 Whites Mill Rd
Brentwood 37027

AUG 12 68 CONV 65,650.00
AUG 12 68 S'TAX A* 170.56
AUG 12 68 MORT'G 55,650.00
AUG 12 68 S'TAX A* 53.60
AUG 12 68 PR'FEE A* .50
AUG 12 68 W'DEED A* 6.00 * 230.66

A 0 8 5 8 6

IDENTIF. REFERENCE

AUG 12 10 07 AM '68

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

Guaranty Title Company

A Division of

Kansas City Title Insurance Company

American Trust Building

S. W. Cor. Third & Union

NASHVILLE, TENNESSEE