Installment Deed

BOOK 4265 PAGE 960

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Robert T. Sircy, et ux (NAME:)	Same (NAME:)	Map 87
Central Pike (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par. 54
Hermitage, Tennessee 37076 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Thirteen Thousand ($13,000.00) *Dollars,*

of which Three Thousand ($3,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Ten Thousand ($10,000.00) *Dollars,*

Robert T. Sircy and wife, Alene Sircy, *have executed*

a promissory note of even date herewith in the principal amount of $10,000.00 payable to the order of Georgia Sircy and her heirs in two installments, the first installment of $2,000.00 being due, without interest, twelve (12) months from date, and the second installment of Eight Thousand Dollars ($8,000.00) being due, without interest, at the death of said Georgia Sircy.

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, Georgia Sirvy, widow of Bluford Sircy.

has *this day bargained and sold, and do hereby transfer and convey unto the said* Robert T. Sircy and wife, Alene Sircy, reserving to said Georgia Sircy the right to retain possession of said land during her lifetime, their (HEIRS), *heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Tract 1. A tract of land near New Hope Road and the Hermitage Post Office; fronting 83 feet on the Old New Hope Road and running back eastwardly between parallel lines 126 feet, more or less, to the back or east line of Florence Johnson; this being off of the northerly end or portion of a tract of land conveyed to me, Forence Johnson, by W. F. Wrye and wife, about 14 years ago by deed to me of record in Book 1003, page 38 of the Register's Office for Davidson County, Tenn. This little lot or tract is bounded on the north by R. Pulley on the south by Florence Johnson Land, on the west by Old New Hope Road and on the east by Bob Sircy. On this lot a 7-room frame house has been built by the conveyees herein.

Being the same property conveyed to Bluford Sircy and wife, Georgia Sircy, by deed from Florence Johnson of record in Book 1733, page 442, Register's Office for Davidson County, Tennessee.

THIS INSTRUMENT PREPARED BY
DEARBORN, BERRY & WARNER, ATTYS.
400 COMMERCE UNION BANK BLDG.
NASHVILLE, TENNESSEE - 37219

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 13,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 4th DAY OF February 1965

MY COMMISSION EXPIRES: 1/20/71 (AFFIX SEAL) Notary Public

Tract 2. Land in the 4th Civil District of Davidson County, Tennessee, being part of the homestead and dower tract of land of the H. G. Steele property, shown on the survey made by Lyle & Batts, County Surveyors for said County, August, 1896, and being Tract No. 15 shown on the survey made by Stephen A. Draper, Surveyor, June 1, 1954, described according to said Draper's survey, as follows:
Beginning at a point in the center of an old road, north 5° 13' east 149 feet from the intersection of the center line of said old road and the center of Central Pike, said point in Central Pike being 963.3 feet easterly from the intersection of the center line of said Pike and the center line of New Hope Road; thence with the center of said old road, north 5° 13' east 330.8 feet and north 84° 20' west 144 feet to the center of a 50-foot unnamed road; thence with said unnamed road, south 17° 55' east 389.9 feet to the beginning, containing 0.7 of an acre, more or less.
Being the same property conveyed from Florence J. Mitchell, et al to Bluford Sircy, et ux, of record in Book 2282, page 505, said Register's Office.

Tract 3. Land in the Fourth Civil District of Davidson County, Tennessee, according to a survey made by J. R. Wauford and Company, Engineers, dated September 11, 1958, as follows:
Beginning at an iron pin in the easterly margin of New Hope Road; thence along the easterly margin of the New Hope Road, north 17 degrees 05 minutes west a distance of 165.3 feet to an iron pin; thence south 83 degrees 30 minutes east a distance of 541.1 feet to an iron pin; thence south 3 degrees 45 minutes east a distance of 142.6 feet to an iron pin; thence south 84 degrees 00 minutes west a distance of 39.0 feet to a post; thence north 83 degrees 30 minutes west a distance of 434.6 feet to an iron pin; the point of beginning.
Being the same property conveyed by Murray Charlton Carver, et ux to Bluford Sircy, et ux, of record in Book 2804, page 353, said Register's Office.

This is unimproved (X) improved ( ) property, known as ..... Central Pike, Donelson, 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 Robert T. Sircy and wife, Alene Sircy, their ~~successors~~, *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.*

Metropolitan Government taxes for 1968 - a lien but not yet due.

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Robert T. Sircy and wife, Alene Sircy, 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 Robert T. Sircy and wife, Alene Sircy, *hereinafter referred to as trustors, hereby transfer and convey unto* James L. Robinson, *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* August, *19* 68.

Georgia Sircy

Robert T. Sircy

Alene Sircy

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Louise M Duke, *a Notary Public in and for said County and State,* Georgia Sircy, a widow, Robert T Sircy, Alene Sircy, *the within named bargainor....., with whom I am personally acquainted, and who acknowledged that* I am *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, *Tennessee, this* 29 *day of* August, *19* 68.

Louise M Duke *Notary Public*

Commission expires 9-8-69

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 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.....

Bearden, Dunn, Wilkinson & Berry
400 Dominion Bank Bldg.
Nashville, Tenn. 37219

SEP-5 68	CONV	13,000.00				
SEP-5 68	S'TAX		A*	33.80		
SEP-5 68	MORT'G	10,000.00				
SEP-5 68	S'TAX		A*	8.00		
SEP-5 68	PR'FEE		A*	.50		
SEP-5 68	W'DEED		A*	6.00	*	48.30

INSTALLMENT DEED

FROM

GEORGIA SIRCY

TO

ROBERT T. SIRCY, ET UX

A 11798

IDENTIF. REFERENCE

SEP 5 9 30 AM '68

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

GUARANTY TITLE

Office of

CHICAGO TITLE INSURANCE COMPANY

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