Installment Deed

BOOK 4326 PAGE 141

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
George T. Hicks	Same	Map 138
(NAME) 2220 Old Hickory Blvd	(NAME)	Par. 76
(STREET ADDRESS OR ROUTE NUMBER) Nashville Tenn. 37215	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	PW

FOR AND IN CONSIDERATION of the sum of EIGHTY THOUSAND AND NO/100 ($80,000.00) ---------- *Dollars,*

of which TWENTY THOUSAND AND NO/100 ($20,000.00)---------- ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder SIXTY THOUSAND AND NO/100 ($60,000.00)---------- *Dollars,*

George T. Hicks and wife, Sallie R. Hicks, *have* executed an installment deed note in the principal amount of SIXTY THOUSAND AND NO/100 ($60,000.00) DOLLARS, payable to the order of Clarence E. Ervin and wife, Anna Mary Ervin, and is payable in 60 equal monthly installments of ONE THOUSAND ONE HUNDRED FIFTY-NINE AND 98/100 ($1,159.98) DOLLARS, with the first payment due and payable 30 days from even date and a like amount on the same day of each succeeding month until the entire amount, both principal and interest, has been paid in full. Said note bears interest at the rate of 6% per annum and is included in said payments.

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,

Clarence E. Ervin and wife, Anna Mary Ervin,

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

George T. Hicks and wife, Sallie R. Hicks, their

~~heirs~~), *heirs and assigns,*

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

Land in the 4th Civil District of Davidson County, Tennessee, formerly the 1st Civil District of Rutherford County, Tennessee, described as follows:

Beginning at an elm in Scrugg's line about 2-1/2 poles south of the Couchville Road; thence south 4-1/2° west 54 poles to a stake; thence south 84-3/4° east 62.4 poles to a cedar stump; thence south 3-1/2° west 121 poles to a stake in Bryant's line; thence north 86-1/2° west 94.3 poles to an ash stump, Bryant's corner; thence south 3° west 33.9 poles to a stake in Neil's line; thence north 86-3/4° west 73.9 poles to a stake in Neil's line; thence north 8-1/2° east 150.4 poles to a marked oak in Harrison's line; thence north 87-1/2° west 25.05 poles to a walnut bush; thence north 2-1/2° east 64.5 poles to a stake in Couchville Road; thence with said Road south 89-1/2° east 118.3 poles

(CONTINUED)

This Instrument Was Prepared By
Clarence W. Pedigo
Of The Law Firm Pedigo & Saindon
Stahlman Building: Nashville, Tennessee

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ Exempt

Subscribed and sworn to before me, this the 15 day of April 1969

Affiant

My commission expires: Jan. 23, 1972 (Affix Seal)

Notary Public

to a stake; thence continuing with said Road around curve in a southeasterly direction 250 feet to a stake; thence south 2-1/2 poles to the beginning, containing 188.05 acres, more or less.

Included in the above description, but excluded therefrom, is a 6.3 acre tract of land conveyed to William Latham and Thomas Brooks, by deed from Clarence E. Ervin and wife, of record in Book 1578, page 433; and a 4-acre tract of land conveyed to Raymond Kelton and wife, Jimmie Kelton, by deed from Clarence E. Ervin and wife, of record in Book 2906, page 634, and a 4.60-acre tract and a 12.20-acre tract of land conveyed to United States of America, by deed from Clarence E. Ervin and wife of record in Book 3849, page 449, Register's Office for said County.

Being part of the property conveyed to Clarence E. Ervin by deed from Phillip Saindon, Trustee, of record in Book 2856, page 387, said Register's Office.

It is agreed by all parties hereto that the sellers agree to release parcels of this land for $1,000.00 per acre, provided this does not reduce the value of the balance of this property.

APR16 69	CONV	80,000.00			
APR16 69	MORTG	60,000.00			
APR16 69	S'TAX		A* 208.00		
APR16 69	S'TAX		A* 58.00		
APR16 69	PR'FEE		A* .50		
APR16 69	MDEED		A* 4.50	*	271.00

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 George T. Hicks and wife, Sallie R. Hicks, their ~~XXXXXXX~~, *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 1969 taxes which have been pro-rated and are to be paid by purchasers.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* George T. Hicks and wife, Sallie R. Hicks, their ~~XXXXXXX~~, *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 George T. Hicks and wife, Sallie R. Hicks, *hereinafter referred to as trustors, hereby transfer and convey unto* Dewey W. Pedigo, *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 15th *day of* April, *19* 69

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IDENTIF. REFERENCE

APR 16 1 09 PM '69

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Clarence E. Ervin
Anna Mary Ervin
George T. Hicks
Sallie R. Hicks

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Phillip Saunders, *a Notary Public in and for said County and State,* Clarence E. Ervin and wife, Anna Mary Ervin and George T. Hicks and wife, Sallie R. Hicks, *the within named bargainors, 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* 15th *day of* April, *19*69.

Phillip Saunders
Notary Public

Commission expires Jan. 23, 1972