Abel Surrick
Edward F. Boone Jr. Hwy
337 Virginia Ave
Old Hickory, Tenn

Anybell
Home

This instrument was prepared by
JNO. R. LONG, JR.
ATTORNEY AT LAW
107 W. Main
Springfield, Tennessee

Jno. R. Long, Jr.

BOOK 432 PAGE 181

INSTALLMENT DEED

Map 44-5
Par. 78

FOR AND IN CONSIDERATION of the sum of NINE THOUSAND ONE & NO/100 ($9,001.00) DOLLARS, of which One ($1.00) Dollar has been paid, the receipt of which is hereby acknowledged, and for the remainder of Nine Thousand & NO/100 ($9,000.00) Dollars, the undersigned Edward F. Boone, Jr. and wife, Judy H. Boone, have this day and date executed, made payable to the order of and delivered to the undersigned, Thomas Leo Yount and wife, Hazel F. Yount, their certain joint negotiable promissory note in the principal amount of Nine Thousand ($9,000.00) Dollars, payable upon a six (6%) amortization plan in one hundred eighty (180) monthly installments of Seventy-five & 95/100 ($75.95) Dollars each, with the first monthly installment due April 1, 1969, and another installment due on or before the first day of each succeeding calendar month thereafter until said note and interest is paid in full, each monthly installment bearing interest from maturity at six (6%) per cent, with default in any monthly installment of principal and interest, continued for sixty (60) days, to mature the balance of said note at the option of the holder, and providing for payment of attorney's fees, and to secure the payment of said note, principal, interest and attorney's fees, a lien is expressly retained on the land herein conveyed, we, THOMAS LEO YOUNT and wife, HAZEL F. YOUNT, both hereinafter called the grantors, have this day bargained and sold and do by these presents hereby sell, transfer and convey unto EDWARD F. BOONE, JR. and wife, JUDY H. BOONE, survivor and assigns, the following

described real estate, situate in Davidson County, Tennessee, Tennessee, more particularly described as follows, to-wit:

> BEING Lot No. 124 on the Plan of the Subdivision of Rayon City Development Company, which plan appears of record in Book 843, at page 13, in the Office of Register of Davidson County, Tennessee, said lot fronting 50 feet on the Northerly side of Lindbergh Drive and runs back between parallel lines 150 feet to a dead line and measures 50 feet at the rear, and being the same real estate conveyed to Thomas Leo Yount and wife, Hazel F. Yount, by Joseph E. Goins, Jr. and wife, Carmine W. Goins, by deed dated October 13, 1965, of record in Book 112, at page 646, in the Office of Register of Davidson County, Tennessee.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Edward F. Boone, Jr., and wife, Judy H. Boone, survivors and assigns, forever.

The said Thomas Leo Yount and wife, Hazel F. Yount, covenant with the said Edward F. Boone, Jr. and wife, Judy H. Boone, survivor and assigns: (1) That they are lawfully seized in fee of said premises; (2) That they have a good and perfect right to make this conveyance; (3) That said premises are unincumbered, except taxes for the year 1969 which are pro rated as of April 1, 1969; and (4) That they will warrant and defend the title in and to said premises against the lawful claims and demands of all persons whomsoever.

AND NOW, FOR THE PURPOSE OF BETTER AND MORE EFFECTIVELY 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 ($1.00)Dollar, paid in cash, receipt of which is acknowledged, the said Edward F. Boone, Jr. and wife, Judy H. Boone, both hereinafter referred to as

trustors, hereby transfer and convey unto John R. Long, Jr., Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto 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 their insurable value, 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 proceeding, together with a reasonable attorneys' 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 six (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 (30) 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 (20) days' notice by three publications in any newspaper 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 thereon 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 expense 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 on this 31st. day of March, 1969.

Thomas Leo Yount
(Thomas Leo Yount)

Hazel F. Yount
(Hazel F. Yount)

Edward F. Boone Jr.
(Edward F. Boone, Jr.)

Judy H. Boone
(Judy H. Boone)

STATE OF TENNESSEE,)
Robertson County.)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named THOMAS LEO YOUNT and wife, HAZEL F. YOUNT, the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within deed instrument for the purposes therein contained.

WITNESS my hand and official seal of office, this 1st day of April, 1969, at Springfield, Tennessee.

Helen O'Neill, NOTARY PUBLIC

My commission expires: 4/19/71.

STATE OF TENNESSEE,)
Davidson County.)

I, or we, hereby swear that the actual consideration for this transfer is $9,000.00. Mrs. Judy H. Boone

Subscribed and sworn to before me this 21 day of April 69

Deputy Register

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named EDWARD F. BOONE, JR. and wife, JUDY H. BOONE, the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within deed instrument for the purposes therein contained.

WITNESS my hand and official seal of office, this 19th day of April, 1969, at Donelson, Tennessee.

Cornelia Irwin, NOTARY PUBLIC

My commission expires: 1/24/70.

I, or we, hereby swear or affirm that the actual consideration for this transfer, or value of the property or interest in property transferred, whichever is greater, is $9,000.00, which amount is equal to or greater than the amount which the property or interest in property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me, this ____ day of _____, 1969.

Notary Public or Register

My commission expires: ___/___/___.

BOOK 1327 PAGE 187

THOMAS LEO YOUNT and wife,
HAZEL F. YOUNT

to

EDWARD F. BOONE, JR. and
wife, JUDY H. BOONE

Installment Deed

APR 21 68	CONV	$9,001.00	
APR 21 68	MORTG	$9,000.00	
APR 21 68	STAX	B*	23.10
APR 21 68	MTAX	B*	7.00
APR 21 68	RFEE	B*	.50
APR 21 68	RCVED	B*	10.50 * 11.00

A37928

IDENTIF. REFERENCE

APR 21 11 48 AM '68

FELIX Z. WILLIAMS, REGISTER
DAVIDSON COUNTY, TENN.

JOHN R. LONG, JR.
ATTORNEY-AT-LAW
507 WEST COURT SQUARE
TEL. 384-8444
SPRINGFIELD, TENN. 37172