Installment Deed

BOOK 4353 PAGE 179

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Geo T. Hicks		Map 138
(NAME)	(NAME)	Par. 62-70
2228 Old Hickory Blvd	Same	
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nash. Tenn		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of FORTY THOUSAND AND NO/100 ($40,000.00) ---------- *Dollars,*

of which TEN THOUSAND AND NO/100 ($10,000.00)---------- ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder THIRTY THOUSAND AND NO/100 ($30,000.00)---------- *Dollars,*

George T. Hicks and wife, Sallie R. Hicks, have executed 2 installment deed notes, 1 note payable to the order of Marie Tatum Pruitt Coates, in the principal amount of FIFTEEN THOUSAND & NO/100 ($15,000.00) ~~xxxxxxxxxxxxxxxx~~ executed DOLLARS, payable in 4 equal annual installments of THREE THOUSAND SEVEN HUNDRED FIFTY & NO/100 ($3,750.00) DOLLARS, plus interest at the rate of 6% per annum on the unpaid balance with the first payment due and payable 1 year from even date and thereafter on the same date of each succeeding year a like amount plus interest as set out until the entire amount is paid in full. One note payable to the order of Willie Seay and wife, Gussie T. Seay in the principal amount of FIFTEEN THOUSAND & NO/100 ($15,000.00) DOLLARS, payable in 4 equal annual installments of THREE THOUSAND SEVEN HUNDRED FIFTY & NO/100 ($3,750.00) DOLLARS, plus interest at the rate of 6% per annum on the unpaid balance with the first payment due and payable 1 year from even date and thereafter on the same date of each succeeding year a like amount plus interest as set out above until the entire amount is paid in full

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, Willie Seay and wife, Gussie T. Seay, and Marie Tatum Pruitt Coates

have this day bargained and sold, and do hereby transfer and convey unto the said George T. Hicks and wife, Sallie R. Hicks, their ~~xxxxxxxxxx~~ *heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

TRACT NO. 1: Land in the 4th Civil District of said County and State, formerly the 1st Civil District of Rutherford County, Tennessee, described as follows:

Beginning in the center of the Couchville Pike on the westerly line of the property of Mrs. J. J. Hartman; thence with said line, south 2½° east 1029 feet to the northerly line of the property of E. O. Harrison (A. Q.); thence with said line north 87½° west 217 feet to the easterly line of the property of T. M. Campbell; thence with said line north 2½° east 1029 feet to the center of the Couchville Pike; thence with the center of said Pike south 87½° east 217 feet to the beginning, containing 5 acres more or less.

(CONTINUED)

This Instrument Was Prepared By

Denny 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 $ 40.00

Subscribed and sworn to before me, this the 13 day of May 19 69

George T. Hicks
Affiant

My commission expires: 8-16-70
(Affix Seal)

J. M. Freeman
Notary Public

TRACT NO. 2: Land in Davidson County, Tennessee, described as follows:

Beginning at a stake in R. J. Neal's north boundary line; thence westerly with his line 91¼ poles to a cedar and rock, said Neal's northwest corner; thence north 147-2/3 poles to T. A. Begarly's northeast corner; thence east 106¾ poles to a double fork oak; thence south 7½ west 151 poles to the beginning, containing 91 acres and 59 poles.

Included in the above description but excluded therefrom are Tracts 977-1 and 977-2 conveyed to United States of America by deed of record in Book 3861, page 136, said Register's Office.

Being part of the property conveyed to Willie Seay and wife, Gussie T. Seay; a one-half interest, and Marie Tatum Pruitt, a one-half interest, by deed from L. W. Harrison and wife, of record in Book 2598, page 515, said Register's Office.

Marie Tatum Pruitt and Marie Tatum Pruitt Coates is one and the same person.

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

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 ~~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 George T. Hicks and wife, Sallie R. Hicks, *hereinafter referred to as trustors, hereby transfer and convey unto* Phillip Saindon, *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 13 *day of* May, *19* 69

X marie Latum Pruitt Coats
Willie Seay
Susie T. Seay
George Hicks
Sallie R. Hicks

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, J. M. Grissim, *a Notary Public in and for said County and State,* George T. Hicks and wife, Sallie R. Hicks, Willie Seay & wife Susie T. Seay

*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* 13 *day of* May, *19* 69

J. M. Grissim *Notary Public*

Commission expires 5-16-70

BOOK 4353 PAGE 182

STATE OF NEW JERSEY }
COUNTY OF MERCER }

Personally appeared before me, Margaret W. Moore, *a Notary Public in and for said County and State,* Marie Tatum Pruitt Coates,

the within named bargainor....., with whom I am personally acquainted, and who acknowledged that she *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Princeton, New Jersey, *this* 13th *day of* May, *19* 69

Margaret W. Moore *Notary Public*

Commission expires February 23, 1973

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 .....

INSTALLMENT DEED

FROM

WILLIE SEAY, ET UX, ET AL

TO

GEORGE T. HICKS, ET UX

JUL 28 69	CONV	40,000.00			
JUL 28 69	MORT'G	30,000.00			
JUL 28 69	S'TAX		A*	104.00	
JUL 28 69	S'TAX		A*	28.00	
JUL 28 69	PR'FEE		A*	.50	
JUL 28 69	W'DEED		A*	6.00	* 138.50

A 4 8 8 1 0

IDENTIF. REFERENCE

JUL 28 10 40 AM '69

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

GUARANTY TITLE
Office of
CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

PEDIGO & SAINDON