THIS INSTRUMENT WAS PREPARED BY Dewey W. Pedigo OF THE LAW FIRM:
PEDIGO & SAINDON: STAHLMAN BUILDING, NASHVILLE, TENNESSEE.

# Installment Deed

BOOK 4368 PAGE 827

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Larry E. Vickers & Brenda Vickers | Jane Larry E. Vickers and Brenda Jane P. Vickers | Map 135 |
| (NAME:) Ned Shelton Rd., Rt. #1, | (NAME:) Ned Shelton Road, Rt. #1 | Par. 189.1 |
| (STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee | (STREET ADDRESS) Nashville, Tennessee | |
| (CITY) (P. O. ZONE) (STATE) | (CITY) (ZONE) (STATE) | pd |

FOR AND IN CONSIDERATION of the sum of ELEVEN THOUSAND AND NO/100 ($11,000.00)--- Dollars, of which NO DOLLARS Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder ELEVEN THOUSAND AND NO/100 ($11,000.00) Dollars, Larry E. Vickers and wife, Brenda Jane P. Vickers have executed an installment deed note in the principal amount of ELEVEN THOUSAND AND NO/100 ($11,000.00)DOLLARS, payable to the order of John Wallace and wife, Frances Wallace in monthly installments of NINETY-TWO AND 83/100 ($92.83)DOLLARS each, including interest at the rate of 6% per annum, first payment being due and payable October 1, 1969 and thereafter on the same day of each succeeding month a like amount until the entire amount both principal and interest has been 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, John Wallace and wife, Frances Wallace have this day bargained and sold, and do hereby transfer and convey unto the said Larry E. Vickers and wife, Brenda Jane P. Vickers their ~~XXXXXX~~ heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in the former Second Civil District of Davidson County, Tennessee, being described as follows:

Beginning in the margin of Shelton Road, the northeast corner of McClendon property; thence west 200 feet, more or less, with McClendon's north line to an iron pin; thence north 146 feet, more or less, to an iron pin; thence east 292 feet, more or less, parallel with the south margin of an old road to a hickory tree; thence south with the margin of Shelton Road 157 feet, more or less, to the point of beginning, containing 2 acres, more or less.

Being the same property conveyed to John Wallace and wife, Frances Wallace by deed from S. B. Gardner and wife, Eva Bell Gardner of record in Book 3612, page 175, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $ 11,000

Subscribed and sworn to before me, this the 30 day of Sept 19 69

Larry E. Vickers
Affiant

~~My commission Expires~~

(Affix Seal)

B Rumble
~~Notary Public~~ Deputy Reg.

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 Larry E. Vickers and wife, Brenda Jane P. Vickers their ~~XXXXXX~~ 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 Larry E. Vickers and wife, Brenda Jane P. Vickers, their ~~XXXXXX~~ 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 Larry E. Vickers and wife, Brenda Jane P. Vickers 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 aforeasid, 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 Registers 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.*

*Witness hand this day of* September 13, *19* 69 *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

John Wallace
Frances Wallace

Larry E. Vickers
Brenda Jane P. Vickers

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

*Personally appeared before me* John Wallace & wife Frances Wallace, Larry & Vickers *a Notary Public in and for said County and State,* John Wallace and wife, Frances Wallace
Larry E. Vickers and wife, Brenda Jane P. Vickers

*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* September, *19* 69

*Commission expires* Nov 14-1970 *Notary Public*

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

*Before me,* SEP 30 69 CONV 11,000.00 *a Notary Public of the State and County aforesaid, personally appeared* SEP 30 69 MORT'G 11,000.00 *with whom I am personally acquainted, and who, upon oath, acknowledged* SEP 30 69 S TAX A* 28.60 *self to be* SEP 30 69 S'TAX A* .00 *of the* SEP 30 69 S'TAX A* 9.00 *the within named bargainor, a corporation, and that he as such* SEP 30 69 PR'FEE A* .50 *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by self as* SEP 30 69 W'DEED A* 3.00 * 41.10

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

*Notary Public*

*Commission expires*

**INSTALLMENT DEED**

FROM
JOHN WALLACE, ET UX

TO
LARRY E. VICKERS, ET UX

A55797
A55797
IDENTIF. REFERENCE
SEP 30 12 57 PM '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