Installment Deed

BOOK 4426 PAGE 1

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mr. & Mrs. Dan McCuiston		Map 66
(NAME) 648 S. 5th. Street	(NAME) Same	Par. 28
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee 37206	(STREET ADDRESS)	EW 13 D 6510
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Three Thousand and No/100 ($3,000.00) *Dollars,* *of which* Two Hundred and No/100 ($200.00) *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Two Thousand Eight Hundred and No/100 ($2,800.00) *Dollars,* Dan McCuiston and wife, Nell Kathryn McCuiston, *have executed* their note of even date herewith payable to the order of R. M. Gupton and wife, Pauline Gupton, in sixty equal consecutive monthly installments of $54.14 each, the first installment due July 20, 1970, and one installment due and payable on the 20th. day of each consecutive month, until the entire note has matured, each installment includes principal and six per cent interest, to be applied first to payment of interest and balance to payment of principal,

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, we, R. M. Gupton and wife, Pauline Gupton, *have this day bargained and sold, and do hereby transfer and convey unto the said* Dan McCuiston and Nell Kathryn McCuiston, and their *heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Beginning at a stake on G. R. Oglesby's line on the right of way of the Tennessee Central Railroad, 50 feet from it's center line, and the center line of a stone culvert and running thence parallel with said railroad along the right of way line, S. 71° E. 212 feet to a stake on G. R. Oglesby line; thence S. 19° W. 91 feet to a stake on the edge of Cumberland River; thence down Cumberland River at water's edge, N. 71½° W. 212 feet more or less to a stake; thence N. 19° E. 121 feet to the point of beginning.

And being part of the same tract of land conveyed to R. M. Gupton and wife, Pauline Gupton, by deed from Georgia Echardt, unmarried, dated October 19, 1964, of record in Deed Book 3853, Page 440, Register's Office of Davidson County, Tennessee.

This instrument was prepared by B. J. Boyd, Attorney, Ashland City, Tenn.

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 Dan McCuiston and wife, Nell Kathryn McCuiston, and 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 and our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Dan McCuiston and wife, Nell Kathryn McCuiston, and 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 Dan McCuiston and wife, Nell Kathryn McCuiston, *hereinafter referred to as trustors, hereby transfer and convey unto* R. M. Gupton, *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 $ 2500.00, *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 20th *day of* June, *19* 70

R. M. Gupton

Pauline Gupton

Dan McCuiston

Nell Kathryn McCuiston

STATE OF TENNESSEE }
COUNTY OF ~~DAVIDSON~~ CHEATHAM }

Personally appeared before me, Rebecca Stewart, *a Notary Public in and for said County and State,* R. M. Gupton and wife, Pauline Gupton, Dan McCuiston, and wife, Nell Kathryn McCuiston,

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 Ashland City, *Tennessee, this* 20th *day of* June, *19* 70

REBECCA STEWART NOTARY PUBLIC CHEATHAM CO. TENN.

Rebecca Stewart *Notary Public*

Commission expires Jan. 13, 1971.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Dan McCuiston and wife, Nell Kathryn McCuiston, *the within named bargainor, 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* ..... *day of* June, *19* 70

..... *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 corporatoin by* .....*self as* .....

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

..... *Notary Public*

Commission expires .....

.....oy swear or affirm that the actual consideration or true value for this .....nsfer, whichever is greater, is $3,000. Affiant Dan McCuiston
.....ubscribed and sworn to before me this 22 day of June 1970
Deputy Register B Ruarble

JUN 22 70	CONV	*3,000.00			
JUN 22 70	MORT'G	*2,800.00			
JUN 22 70	S'TAX		A*	7.80	
JUN 22 70	S'TAX		A*	.80	
JUN 22 70	PR'FEE		A*	.50	
JUN 22 70	W'DEED		A*	6.00	* 15.10

INSTALLMENT DEED

FROM
R. M. GUPTON AND WIFE,

TO
PAULINE GUPTON

DAN McCUISTON AND WIFE,
NELL KATHRYN McCUISTON

648 & Fifth St
37206

A 81328

IDENTIF. REFERENCE

JUN 22 11 43 AM '70

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of
Guaranty Title Company
A Division of
Kansas City Title Insurance Company
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE