Installment Deed

BOOK 4426 PAGE 278

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Frank C. Davis, Jr., et ux	SAME	Map 16
% Frank Davis Buick, Inc	(NAME)	Par. 88
P. O. Box 5128		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tn. 37206		pw
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of SEVENTH-FIVE THOUSAND AND NO/100------

----------($75,000.00)----------*Dollars,*

of which FIFTEEN THOUSAND AND NO/100----------

----------($15,000.00)----------*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,*

Grantees have assumed and agreed to pay the unpaid balance with interest to date in the amount of FORTY-FOUR THOUSAND, THREE HUNDRED FIFTY-EIGHT AND 66/100 ($44,358.66), of an oridinal loan in the amount ~~xxxxxxxxx~~ of FORTY-EIGHT THOUSAND, EIGHT HUNDRED AND NO/100 ($48,800.00), described in a deed of trust of record in Book 4168, Page 302, Register's Office Davidson County, Tennessee, and Grantees have executed their joint note of even date made payable to A. L. Stanley and wife, Dorothea A. Stanley, in the amount of FIFTEEN THOUSAND, SIX HUNDRED FORTY-ONE AND 34/100 ($15,641.34), with interest at 7%, payable in ten (10) semi-annual payments beginning December 15, 1970.

This instrument prepared by:
JOHNSON & EDWARDS
Attorneys at Law
800 Stahlman Bldg,
Nashville, Tenn, 37201

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, A. L. Stanley and wife, Dorothea A. Stanley,

have this day bargained and sold, and do hereby transfer and convey unto the said Frank C. Davis, Jr. and wife, Grace K. Davis,

their *(successors), heirs and assigns,*

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

LAND located in the 10th Civil District of Davidson County, Tennessee, described according to a survey and plat thereof made September 16, 1907, by E. R. Southgate, County Surveyor, called a procession, not of record, as follows: BEGINNING at a post fence corner, John Butterworth's old southeast corner and Bowers and Jones corner; thence North 85° West 13½ poles to a post in the center of the road; thence with the center of the road South 55° West 35.3 poles to a stake, John Butterworth's old gate; thence North 34° West 48.3 poles, North 49½° West 26 3/4 poles, North 36½° West 6 poles to elm; thence North 33° West 10.4 poles to a hackberry; thence South 83½° West 5.56 poles to a walnut; thence North 87¼° West 14.8 poles to a stake, elm and box elder; thence South 81° West 10.5 poles to a stake; thence North 86¼° West 7.9 poles to a stake, elm and dogwood pointers; thence North 52° West 24 poles to a stone dogwood in a ravine; thence South 85° West 11.8 poles to a stake; thence North 88° West 12.24 poles to a stake; thence South 68° West 6.8 poles to a poplar; thence South 57½° West 13½ poles to a poplar; thence South 56¼° West 19 poles to a spring; thence North 88° West 12.24 poles to a stake in Hunter's cast line; thence with said line and Ira Paradise line north 6½° East 158 poles to a Chestnut stump in a road; thence South 84½° East 55 poles to a stone poplar and hickory at a gate; thence North 2½° West 66 poles to a white oak stump; thence South 86½° East 59.3 poles to a stone hickory and redbud, Monroe Binkley corner; thence with his line North 45 3/4° East 41.36 poles to an iron pin, Sasafras pointer; thence North 58 3/4° East 25.84 poles to an iron pin 4/10 of pole North of a small cedar and white oak stump; thence South 68½° East 20.58 poles to a stone, black oak pointers Hitt's corner; thence with Hitt's line South 70° East 59.42 poles to a stake Luster's corner; thence South 10½° East 28 poles to a stake and pointer; thence South 26° East 29½ poles to a stake and pointer; thence South 35° West 40 poles to a dead hickory; thence South 2° West 12 poles to a stone, Bowers and Martin's corner; thence South 35° West 24 poles to a beach; thence with an old fence line

South 3° West 120 poles to a stake; thence South 7° West 41 poles to the beginning, containing according to said survey 335 acres, more or less.
A FAMILY graveyard with right of ingress and egress for burial purposes as described in the deed from the said P. H. Seewald to the said W. J. Adams in Book 445, Page 335, Register's Office Davidson County, Tennessee which is enclosed with an iron fence is reserved.
INCLUDED in the above boundaries, but EXCLUDED from this conveyance are five (5) parcels of land, heretofore sold, and described in the conveyances from W. J. Adams, et ux, to J. M. Binkley of record in Book 508, Page 427, said Register's Office; from W. J. Adams, et ux, to J. E. Bowers, of record in Book 561, Page 260, said Register's Office; from W. J. Adams, et ux, to M. E. Link of record in Book 647, Page 288, said Register's Office; from Cora Ogilvie Adams to Clay Carter, et ux, of record in Book 879, Page 365, said Register's Office; and from Cora Ogilvie Adams to C. G. Harris, of record in Book 1151, Page 605, said Register's Office.
ALSO, INCLUDED in the foregoing description, but EXCLUDED and excepted from this conveyance and reserved and retained by the grantor as for and her own property, is a tract of land, containing 3.35 acres, more orless, located near the southeast corner of the tract herein conveyed and generally described as follows:
BEGINNING at a point in the center of Lickton Road, being North 55° East 250' from a stake, John Butterworth's old gate; thence South 55° West 250' with the center of said road to said stake, John Butterworth's old gate; thence North 34° West 780' with the center of an old abandoned farm road to a point therein, being immediately north of a spring; thence North 55° East 150' to a point; thence South approximately 42° East approximately 786' to the beginning, being 3.35 acres, more or less.
THE FOREGOING tract herein conveyed, after deduction of the exclusions, exceptions and reservations, contains approximately 290 acres, more or less, and is a part of the same property devised to the grantor herein, under the Will of W. J. Adams of record in Will Book 52, Page 254, County Court Clerk's Office for Davidson County, Tennessee; Cora Ogilvie Adams in Book 1207, Page 369, reserved to her heirs and assigns, shall have perpetual rights of ingress and egress over the old farm road, which is the west boundary of the tract of 3.35 acres, more or less, hereinabove reserved and retained by the grantor, and over the

present farm road which begins at John Butterworth's old gate and runs generally parallel to and with the said old farm road, but is separated therefrom by a ditch and is from twenty (20) to fifty (50) feet east thereof.
INCLUDED in above description, but expressly EXCLUDED, also, a 7.1 acres, more or less retained by Lavenia Wheeler, and more fully described by deed of record in Book 4168, Page 298, Register's Office Davidson County, Tennessee.
INCLUDED in the above description, but expressly EXCLUDED is a small tract of land on the southern boundary of said property, and described as follows:
BEGINNING at a iron stake close to a spring and corner to the Barry property; thence North 47° West following a fence line 155 feet to a point; thence North 56° 45' East 153 feet to a point in a 60 foot lane; thence South 47° East 144 feet to a post; thence leaving said lane North 56° 45' East 153 feet, more or less to the point of beginning.
BEING a portion of the same property conveyed A. L. Stanley and wife, Dorothea A. Stanley, by deed from Robert R. Galbreath and wife, Mary Allen Galbreath, as of record in Book 4255, Page 560, Register's Office Davidson County, Tennessee.

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 Frank C. Davis, Jr. and wife, Grace K. Davis, their *(successors), heirs and assigns forever.* we, A. L. Stanley and wife, Dorothea A. Stanley, /*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, A. L. Stanley and wife, Dorothea A. Stanley, /*further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Frank C. Davis, Jr. and wife, Grace K. Davis, 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 Frank C. Davis, Jr. and wife, Grace K. Davis, *hereinafter referred to as trustors, hereby transfer and convey unto* E. L. Edwards, Jr., *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 $*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 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.

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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 corporate name to be signed by its duly authorized officers, on this the 18th *day of* June, *19* 70

The actual consideration for this transfer or value of property (whichever is greater) is $75,000.00. This is equal to or greater than the property would bring at a fair and voluntary sale.

A. L. Stanley

Dorothea A. Stanley

Frank C. Davis, Jr.

Grace K. Davis

Sworn to and subscribed before me this 18th day of June, 19 70

NOTARY PUBLIC

My commission expires: 12-7-70

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* A. L. Stanley and wife, Dorothea A. Stanley, and Frank C. Davis, Jr. and wife, Grace K. Davis,

*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* 18th *day of* June, *19* 70

Commission expires 12/7/70 *Notary Public*

STATE OF .....

COUNTY OF .....

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Personally appeared before me, ..., *a Notary Public in and for said County and State, ...*

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

Witness my hand and official seal at.....,
this.....day of....., 19.....

.....*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 corporation by .....self as.....

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

.....*Notary Public*

Commission expires.....

JUN 23 70	CONV	75,000.00			
JUN 23 70	MORTG	15,641.34			
JUN 23 70	S'TAX		A*	195.00	
JUN 23 70	S'TAX		A*	13.60	
JUN 23 70	PR'FEE		A*	.50	
JUN 23 70	T'DEED		A*	7.50	* 216.60

MAIL TO: Johnson & Edwards
800 Stahlman Bldg.
Nashville, Tn. 37201

INSTALLMENT DEED

FROM

A. L. Stanley, et ux

TO

Frank C. Davis, Jr., et ux

A 8 1 4 7 0

IDENTIF. REFERENCE

JUN 23 10 11 AM '70

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