Prepared by Beverly Medley
Stahlman Byrd
Nashville Tenn

Installment Deed

BOOK 4457 PAGE 761

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Bryan Blanton (NAME)	Same (NAME)	46 - 13
Rt #3 (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Ashland City Tenn (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of FOURTEEN THOUSAND ($14,000.00) *Dollars, of which* TWO THOUSAND (2,000.00) *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* of TWELVE THOUSAND, PRINCIPAL SUM ($12,000.00) *Dollars,*

Bryan Blanton and Wife Flossie Blanton *have executed* their promissory NOTE, due in monthly installments as follows,

namely: On the 4th day of January, 1970, the sum of One Hundred, fourteen and 68/100 Dollars ($114.68), and thereafter One Hundred Seventy-nine (179) monthly each for like amount and the balance of said principal sum on the NOTE with interest on said principal sum from date hereof, until paid, at the rate of 8 per cent per annum, payable on the 4th day of each month.

This NOTE is to be paid in One Hundred and Seventy-nine (179) monthly INSTALLMENTS, beginning February 4, 1970.

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, Hooper Jones, Individually,

has does
this day bargained and sold, and hereby transfer and convey unto the said Bryan Blanton and Wife Flossie Blanton, their *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

A tract of land in the 13th Civil District of Davidson County, Tennessee, described partly according to a survey made by Wm. Collier Parrish Associates, Civil Engineers, as follows:

Beginning at a point in the center line of Bull Run Road same being the southeast corner of a 63.9 acre tract conveyed to W. B. Herman and wife by deed of Ramsey Electric Company, of record in Book 2810, page 49, of Register's Office for Davidson County, Tennessee; thence north 51 degrees west 671.55 feet to a corner, said corner being a corner of the 18 acre Nickens tract; thence south 56 degrees 30' west 408 feet to a point, said point being the common corner of the two properties hereinafter referred to as having been conveyed to Delmas L. Zimmerlee from W. B. Herman and wife; thence south 33 degrees 58' east 714.35 feet to an iorn spike in the northeasterly margin of Bull Run Road, said point being the southeasterly corner of W. B. Herman property; thence with the margin of said Road, north 37 degrees 20' west 130.75 feet, continuing with said road, north 41 degrees east 78.40 feet to a point; thence south 51 degrees east to a point in the center of said road, north 40 degrees 30' east 33.7 feet, more or less, to a point; thence with the center of said road, north 56 degrees 30' east 372.9 feet to the

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 14,000.00

Subscribed and sworn to before me, this the 18th day of December 19 69

Affiant

My commission expires: (Affix Seal)

Notary Public

beginning.

Being the same property conveyed to Delmas L. Zimmerlee, individually from W. B. Herman and wife, of record in Book 3100, page 53, Register's Office for said County, and to Delmas L. Zimmerlee and wife, from W. B. Herman and wife, of record in Book 3181, page 465, said Register's Office.

Being the same property conveyed to Hooper Jones, individually from R. E. Worrall, County Court Clerk of Davidson County, Tennessee of record in Book 4341, pages 245 and 246 Register's Office for Davidson County, Tennessee.

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $4000.00. Affiant Bryan Blanton
Subscribed and sworn to before me this 6th day of Nov. 1970
Deputy Register [illegible]

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 Bryan Blanton and Wife Flossie Blanton, their *(successors), heirs and assigns forever.* I *covenant that* I am *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.*

I *further covenant and bind* myself my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Bryan Blanton and Wife Flossie Blanton, 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 Bryan Blanton and Wife Flossie Blanton *hereinafter referred to as trustors, hereby transfer and convey unto* Beverly M. Medley, *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 $5,000.00, *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.

BOOK 4457 PAGE 763

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 12th *day of* December, *19* 69

Hooper Jones

Bryan Blanton

Flossie Blanton

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Kathryn Zaino, *a Notary Public in and for said County and State,* HOOPER JONES

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

Witness my hand and official seal at Nashville, Tennessee, *Tennessee, this* 12th *day of* December, *19* 69.

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Commission expires May 7, 1972

Kathryn Zaino *Notary Public*

STATE OF Tennessee

COUNTY OF Davidson

BOOK 1457 PAGE 764

Personally appeared before me, Kathryn Zaino, *a Notary Public in and for said County and State,* Bryan Blanton and Wife Flossie Blanton

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* December, *19* 69.

Kathryn Zaino *Notary Public*

Commission expires May 7, 1972

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 .....

NOV-9 70 CONV 14,000.00
NOV-9 70 MORT'G 12,000.00
NOV-9 70 S'TAX A* 36.40
NOV-9 70 S'TAX A* 10.00
NOV-9 70 PR'FEE A* .50
NOV-9 70 W'DEED A* 6.00 * 52.90

INSTALLMENT DEED

FROM

TO

A 95648

IDENTIF. REFERENCE

Nov 9 9 52 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