Rush Sir, Mail Back to

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM

J. A. Cooper et ux,

Ida Cooper

TO

James Harold Withers et ux,

Ella S. Withers

For draftsman's use

THIS INSTRUMENT PREPARED BY

John G. Doak, Attorney
2525 Lebanon Road
Nashville, Tennessee 37214

BOOK 4489 PAGE 134

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James Harold Cooper et ux (NAME)	J. A. Cooper (NAME)	MAP. 87
Rt. 1, Central Pike (STREET ADDRESS OR ROUTE NUMBER)	1134 Waverly Drive (STREET ADDRESS)	PAR. 39
Hermitage, Tenn. 37076 (CITY) (STATE) (P. O. ZIP)	Baton Rouge, La. 70806 (CITY) (STATE) (ZIP)	FILE/BK. 4489/340

B 0 9 0 1 5

T IDENTIF. REFERENCE

(FOR REGISTER'S USE)
MAR 29 8 13 AM '71
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

RECORDER'S NOTE
Legibility of Writing, Typing or Printing Unsatisfactory in this Document When Received.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 9,000.00 James Harold Withers
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 1st DAY OF March, 1971.

John G. Doak
Notary Public

MY COMMISSION EXPIRES: Oct. 2, 1972

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Nine Thousand ($9,000.00) **DOLLARS**

of which $ 600.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their installment deed note of even date in the principal amount of $8,400.00 payable to the order of J. A. Cooper and wife, Ida Cooper in two hundred forty (240) successive, equal monthly installments of $60.19 each including principal and interest at the rate of six percent (6%) per annum on the balances. Grantors are to pay taxes and insurance on premises during mortgage term and grantees are to pay to grantors each month an amount equal to 1/12 of the property taxes and insurance. The first such payment of principal, interest, taxes and insurance shall be due on the 1st day of April, 1971 and a like sum on the 1st day of each suceeding month thereafter until paid in full.

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

J. A. Cooper and wife Ida Cooper,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

James Harold Withers and wife Ella S. Withers

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A tract of Land in the 4th Civil District of Davidson County, Tennessee described as follows:

BEGINNING at an iron pin on the northerly margin of Central Pike, as widened, at J. W. Benson's southeasterly corner; thence along the northerly margin of Central Pike in an easterly direction south 84° 30' East 90 feet to an iron pin at D. H. Goodman's southwesterly corner; thence with Goodmans westerly line North 1° East 110 feet to an iron pin at Goodman's corner; thence west with Goodman's Line North 84° 30' West 90 feet to an iron pin in J. W. Benson's Line; thence with Benson's easterly line in a southerly direction South 1° West 110 feet to the point of beginning.

BEING the same real property conveyed to J. A. Cooper and wife Ida Cooper by deed from Brack Hughes Goodman and wife Provie Jane Goodman of record in Book 2245, Page 173 Register's Office for Davidson County, Tennessee.

MAR29	CONV	*9,000.00			
MAR29	MORTG	*8,400.00			
MAR29	S'TAX		A*	23.40	
MAR29	S'TAX	.50	A*	6.40	.50
MAR29	PAFEE	WDEED	A*	3.80	* 33.30

This is { } unimproved { } improved property, known as Route 1 - Central Pike - Hermitage, Tennessee 37076
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

TO HAVE AND TO [illegible] the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their heirs and assigns forever [illegible] 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 [illegible]

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, their heirs and [illegible] lawful claims of all persons.

AND NOW, for the purpose of better and more effectually securing the payment of said lien notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we the said grantees herein do hereby transfer and convey unto L. Preston, Trustee, his successors and assigns, the [illegible] real estate hereinabove described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We the said grantees do hereby 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 at least the sum of $ [illegible] Insured [illegible] until the notes herein secured are fully paid, and to have the loss, if any, made payable by the policy or policies to said Trustee for the benefit of the lawful owner and holder of said notes, as his interest may appear; the further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments that are now or may hereafter be levied against said property before the same become delinquent, and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment. Now, if we, the said grantees, shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if we fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided, we fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, as expended by said Trustee or lawful owner and holder of said notes, 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 notes, or any of said notes then past due and unpaid, all remaining unpaid notes 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 conveyance. We agree that the Trustee may at any time, after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. We further agree 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 notes 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 the grantors herein, their heirs, 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 lien notes, or, if more than one, then of the first-maturing unpaid note, 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 said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Said trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship. 25th day of February for Grantors and on this the 1st day of March (Grantee)

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 1st day of March 19 71.

X J. A. Cooper — James Harold Withers

X Ida Cooper — Ella S. Withers

STATE OF ~~TENNESSEE~~ LOUISIANA
COUNTY OF ~~DAVIDSON~~ At Large

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Grantors, J. A. Cooper et ux, Ida Cooper

the 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 Baton Rouge, LOUISIANA ~~Tennessee~~, this 25 day of Feb, 1971.

Notary Public.

Commission expires [illegible]

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared the Grantors, James Harold Withers and wife Ella S Withers with whom I am personally acquainted, and ~~who, upon oath~~, acknowledged ~~self to be~~ that they executed the within instrument for the purposes therein contained ~~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 Nashville Tennessee, this 1 day of March, 1971.

NOTARY PUBLIC, DAVIDSON COUNTY, TENN.

John H. Doak, Notary Public.

Commission expires 28 July 1973

RECORDER'S NOTE
Legibility of Writing, Typing or Printing Unsatisfactory in this Document when received.