Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP, PARCEL NUMBERS
Fred E. Malone, and wife Nannie P. Malone (STREET ADDRESS OR ROUTE NUMBER) (CITY) (STATE) (P. O. ZIP)	(NAME) (STREET ADDRESS) (CITY) (STATE) (ZIP)	Map 25, Parcel 510D29570

BOOK 4577 PAGE 168

Map 25 Par. 5 PW

B 4877 2

(FOR REGISTER'S USE)

T
IDENTIF. REFERENCE

FEB 16 2 33 PM '72

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

$ 20,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 11 DAY OF February, 1972

Notary Public

MY COMMISSION EXPIRES: November 1, 1972

(AFFIX SEAL)

FOR AND IN CONSIDERATION of the sum of Twenty Thousand and No/100 ($20,000.00) ---------- *Dollars,*

of which Five Hundred and No/100 ($500.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Nineteen Thousand Five Hundred and No/100 ($19,500.00) ---------- *Dollars,*

the said Fred E. Malone and wife, Nannie P. Malone

have executed their installment note of even date herewith payable to the order of Clara Lee Heist in two hundred forty (240) monthly installments of One Hundred Sixty Dollars and Two Cents ($160.02) each, including payments of principal, interest at the rate of seven (7%) percent per annum on the unpaid balance, and the amount of Ten Dollars Twenty-Eight Cents ($10.28) per month to apply on the payment of Metropolitan property taxes as now computed, which are to be paid by Grantor from the payments made by Grantees,

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, the said Clara Lee Heist, a widow, has

~~have~~ this day bargained and sold, and do hereby transfer and convey unto the said Fred E. Malone and wife, Nannie P. Malone and their

~~XXXXXXXX~~ *heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in Davidson County, Tennessee, being in the 10th, formerly the 20th Civil District of said County, described according to a survey made January 18, 1938, by Z. J. Wilkinson, Surveyor, as follows:

Beginning at a fence corner the extreme S. E. Corner of the tract of land of which this is a part, conveyed to J. D. Peay by deed from W. T. Waters and wife, of record in Book 448, Page 485, Register's Office for Davidson County, Tennessee; thence north 3° 30' east 949 feet to a stake; thence south 86° 30' E. 435 feet to the center of a county road; thence with said center of said road north 36° west 100 feet, north 31° west 100 feet, north 23° west 100 feet, north 12° west 100 feet, north 4° west 100 feet, north 5° east 100 feet, north 18° east 100 feet, north 26° east 100 feet, north 35° east 100 feet,

north 43° east 100 feet to a spike at the intersection of the center of the said road with the center of another county road; thence with center of said last mentioned road south 71° west 275 feet, south 53° west 467 feet; and south 43° 15' west 387 feet to a gate post; thence south 64° 15' west 813 feet, south 72° west 513 feet; thence north 29° west 507 feet; thence north 57° 45' west 457 feet; thence south 76° 30' west 816 feet to a hickory tree; thence south 3° 30' west 970 feet and thence south 86° 30' east with a fence 3085 feet to the beginning, containing 76.91 acres, more or less.

Excluded from the foregoing tract is that property conveyed to Ronnie H. Sanders and wife, Carol S. Sanders by installment deed from Clara Lee Heist of record in Book 4534, Page 314, Register's Office for Davidson County, Tennessee.

Being part of the same property conveyed to Charles A. Heist, Jr., and wife, Clara Lee Heist by deed from Hubert W. Hardcastle and wife, Altie Hardcastle, of record in Book 2040, Page 185, Register's Office for Davidson County, Tennessee; the said Charles A. Heist, Jr., having since died.

Conveyed with the described property are all the right, title and interest of the Grantor in and to the following easements:

1. Easement for roadway 24 feet in width as more fully described in a decree entered in Minute Book 81, Page 320, Chancery Court at Nashville. Said easement being of record in Book 4437, Page 469, Register's Office for Davidson County, Tennessee.

2. Easement for right of way of Hitt Lane and a Farm Road lying within boundaries of premises as herein described.

3. Easement to spring, also an easement for a road, as set out in the deed from W. T. Waters and wife, to J. D. Peay, of record in Book 448, Page 485, Register's Office for Davidson County, Tennessee.

It is further agreed that if the taxes on the aforesaid property are reduced or increased the amount of $10.28 per month included in the above monthly installment payments by Grantees will be correspondingly decreased or increased to provide for the payment of such Metropolitan property taxes until the indebtedness herein secured is paid in full.

This is [redacted] unimproved property known as Hitt Lane, Goodlettsville, Tenn. 37072
(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 Fred E. Malone and wife, Nannie P. Malone, and to their ~~XXXXXXXXX~~ *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.*, except for 1972 Metropolitan property taxes.

I *further covenant and bind* myself and my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Fred E. Malone and wife, Nannie P. Malone, and their ~~XXXXXXXXX~~ *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 Fred E. Malone and wife, Nannie P. Malone *hereinafter referred to as trustors, hereby transfer and convey unto* J. C. Dale, 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 [redacted] *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 11th *day of* February, *19* 72

Clara Lee Heist
Clara Lee Heist

Fred E. Malone
Fred E. Malone

Nannie P. Malone
Nannie P. Malone

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Clara Lee Heist, a widow,

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

Witness my hand and official seal at Nashville, Tennessee, *this* 9 *day of* February, *19* 72

Carol M. Bradford
Notary Public

Commission expires November 1, 1972

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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Personally appeared before me, [illegible] *a Notary Public in and for said County and State,* Fred E. Malone, and wife, Nannie P. Malone

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 ....., *this* 11 *day of* February, *19* 72

Carl P. Burch *Notary Public*

Commission expires November 1, 1972

This Deed Prepared By:
J. C. Dale, Jr., Attorney
711-718 Nashville City Bank &
Trust Building
Nashville, Tennessee 37201

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 .....

INSTALLMENT DEED

FROM

WEST

TO

MALONE

Prepared by: J. C. Dale, Jr., Attorney
711-718 Nashville City Bank & Trust Building
Nashville, Tennessee 37201

FEB16 72	CONV	20,000.00			
FEB16 72	MORT'G	19,500.00			
FEB16 72 S'TAX			A*	52.00	
FEB16 72 S'TAX			A*	17.50	
FEB16 72 PR'FEE			A*	.50	
FEB16 72	W'DEED		A*	8.00	* 78.00

Compliments of

Guaranty Title Company

A Division of

Kansas City Title Insurance Company

American Trust Building

S. W. Cor. Third & Union

NASHVILLE, TENNESSEE