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Installment Deed

THIS INSTRUMENT PREPARED BY
CHARLES ALEXANDER
ATTORNEY AT LAW
SUITE 1822 PARKWAY TOWERS
NASHVILLE, TENN. 37219

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP, PARCEL, NUMBERS
Same	PAUL E. WILDER	
(NAME): Same	(NAME): 3015 Carterwood Court	
(STREET ADDRESS OR ROUTE NUMBER): Same	(STREET ADDRESS): Nashville, Tenn. 37209	172
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

86pw

FOR AND IN CONSIDERATION of the sum of Sixty Six Thousand----------

($66,000.00) No/100----------*Dollars,*

of which Five Thousand (5,000.00) No/100----------

----------*Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Sixty One Thousand----------

($61,000.00) No/100----------*Dollars,*

Paul E. Wilder & E. Duane West *have executed* two promissory notes of even date herewith one in the principal sum of $6,000.00 and the other in the principal sum of $20,952.25, which includes interest at 7% per annum from Jan. 18, 1971 to December 31, 1971, both notes being payable to the order of W. H. Hayes, and wife Ann Hayes. The $6,000.00 note is payable $3,000.00 on November 1, 1971 and balance of $3,000.00 payable on May 1, 1972 with interest at the rate of 7% per annum from Jan. 18, 1971. The $20,952.25 note is payable in consecutive monthly installments of $100.00 each including both principal and interest beginning January 1, 1972 and increasing to $400.00 per month the first month after the first mortgage held by Mrs. Mavis Williams is paid in full, with interest at 7% per annum,

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, and the said W. H. Hayes, and wife Ann Hayes,

have this day bargained and sold, and do hereby transfer and convey unto the said Paul E. Wilder and E. Duane West, their

----------*(successors), heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows: A certain tract or parcel of land in the 5th, formerly 7th, Civil District of Davidson County, Tennessee, and more particularly described as follows: Being Tract No.2 on the unrecorded Plan of the subdivision of George D. Waller's 62 acre tract on the East side of the Nolensville Pike, described according to a Blue Print as follows: Beginning at a point in the center of Nolensville Pike, the Southwest corner of the 9 acre tract conveyed to D.E. Rawls and wife, by deed, from George D. Waller and wife, of record in Book 1006, Page 105, of the Register's Office for the said County, and being the Southwest corner of tract No.1 on said unrecorded subdivision; thence with the center of said Pike, South 3-1/4° West 403 feet more or less, to the Northwest corner of an 18 acre tract and being the Northwest corner of tract No.3 on the said unrecorded subdivision; thence with the North line of said 18 acre tract North 89° East 1273-1/2 feet, more or less, to a stake, the Northeast corner of the 18 acre tract; thence South 4° west with the East line of the 18 acre tract 499 feet more or less, to a stake in the original 62 acre tract South line; thence with the original line North 80° East 896 feet more or less, to a stone, T.S. King's Northeast corner; thence North 2-1/2° West 610-1/2 feet more or less, with the West line of Albrights's Land; thence North 1/2° East 462 feet more or less, to a stone, Mrs. T.S. King's Southeast corner; thence with Mrs. King's South line South 89° West 950 feet more or less, to D.E.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 66,000.00

Subscribed and sworn to before me, this the 19th day of December 1971

Affiant

My commission expires: 5-1-74

(Affix Seal)

Notary Public

Rawls' Northeast corner; thence South with Rawls' East line, 330 feet more or less to a stake 12 feet South of a Hackberry, D.E. Rawls' Southeast corner: thence with Rawls' South line, South 89-1/2° West 1171 feet more or less, to the point of beginning containing 34 acres more or less.

Being the same property conveyed to W.H. Hayes and wife Ann Hayes, and Mary B. Hayes, by Deed from Reuel Fentress and wife Mavis Fentress, of record in Book 4257, Page 85, Register's Office for Davidson County, Tennessee,

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unimproved
This is improved (X) property, known as Rt. 4 (House Number) Nolensville (Street) P. O. Address: Tennessee (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Paul E. Wilder and E. Duane West, 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.* except as follows: First mortgage held by Mrs. Mavis Williams, formerly Mrs. Mavis Fentress, and payable to the Third National Bank of Nashville in her name in monthly installments of $402.57 each, including both principal and interest, with interest at the rate of 6 per cent per annum. Said mortgage is secured by a Deed of Trust of Record in Book 4257, Page 87, Register's Office for Davidson County, Tennessee,

we *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Paul E. Wilder and E. Duane West, 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 Paul E. Wilder and E. Duane West *hereinafter referred to as trustors, hereby transfer and convey unto* Charles Alexander, *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 $....., 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 18 *day of* January, *19* 71

W. H. Hayes

Mrs. Ann Hayes

Paul E. Wilder

E. Duane West

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Walter Howard *a Notary Public in and for said County and State,* W. H. Hayes and wife Ann Hayes,

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* 18 *day of* January, *19* 71

Walter Howard *Notary Public*

Commission expires 5-4-74

STATE OF Tennessee

COUNTY OF Davidson

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Personally appeared before Paul E. Wilder and E. Duane West, Jr., *a Notary Public in and for said County and State,* .....

.....

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* January, *19* 71

Commission expires 5/15/73 Gloria Long Andrews *Notary Public*

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ...

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*.....

Commission expires .....

.....*Notary Public*

SEP 19 72	CONV	66,000.00			
SEP 19 72	MORT'G	26,952.25			
SEP 19 72	S'TAX		A*	171.60	
SEP 19 72	S'TAX		A*	25.00	
SEP 19 72	PR'FEE		A*	.50	
SEP 19 72	W'DEED		A*	8.00	* 205.10

INSTALLMENT DEED

FROM

TO

B 7 6 4 6 0

IDENTIF. REFERENCE

SEP 19 9 42 AM '72

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

GUARANTY TITLE

Office of

CHICAGO TITLE INSURANCE COMPANY

American Trust Building

S. W. Cor. Third & Union

NASHVILLE, TENNESSEE