BOOK 4707 PAGE 924

This instrument prepared by: Glendon M. Fisher, Jr., Atty.
Nashville Bank & Trust Bld
Nashville, Tenn. 37201

# Installment Deed

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Kenneth E. Pharis, et ux | Fidelity Fed. Savings & Loan | Map 101 |
| (NAME) | (NAME) | |
| Rt. #2, River Road | 3rd Avenue, North | Par. 27-28 |
| (STREET ADDRESS OR ROUTE NUMBER) | (STREET ADDRESS) | |
| Nashville, Tenn. 37209 | Nashville, Tenn. 37201 | |
| (CITY) (P. O. ZONE) (STATE) | (CITY) (ZONE) (STATE) | |

*FOR AND IN CONSIDERATION of the sum of* ($21,500.00) - - - - - - - - - - - - - - - -Twenty-one Thousand Five Hundred and No/100- - - - - - - *Dollars,*

*of which* ($5,000.00)- - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - -Five Thousand and No/100- - - - - - - - - - - - *Dollars, has been paid in cash,*

*the receipt of which is hereby acknowledged, and for the remainder* ($16,500.00)- - - - - - - - - - - -Sixteen Thousand Five Hundred and No/100- - - - - - - - *Dollars,*

Kenneth E. Pharis and wife, Linda W. Pharis, the grantees, have assumed and agree to pay an indebtedness of $14,615.81, ~~XXXXXXXXXX~~ to Fidelity Federal Savings & Loan Association, which indebtedness is the present unpaid principal balance of a note in the original sum of $15,300.00, dated July 18, 1969, secured by a deed of trust of record in Book 4352, page 254, Register's Office for Davidson County, Tennessee, and have further executed their joint promissory note of even date herewith in the sum of $1,884.19, payable on or before four years from date, together with interest at the rate of 5% per annum, payable annually, beginning one year from date,

*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, Rene Lehmann and wife, Edeltraut Lehmann,

*have this day bargained and sold, and do hereby transfer and convey unto the said*

Kenneth E. Pharis and wife, Linda W. Pharis,

their ~~XXXXXXXX~~, *heirs and assigns,*

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

Two tracts of land in the 8th Civil District of Davidson County, Tennessee, described as follows:

TRACT NO. I: Being part of the north part of a tract of 36.09 acres on the south side of Cumberland River, west of Overall Creek, known as Lot No. 11 on a Plot Plan of the Leland J. Dugger Property, not of record, prepared by Geo. E. Reese, dated July 29, 1954, described as follows:

Beginning at a point on the northerly margin of a 40-foot private roadway, at the common corner of Lots 10 and 11; thence with the margin of said Roadway, south 73-1/2° east 100 feet to a corner of Lot 12; thence with the line between Lots 11 and 12 northerly 205.08 feet, more or less, to the low water mark of Cumberland River; thence with low water mark of said river approximately north 73° west to a corner of Lot 10; thence with the line between Lots 10 and 11 southerly 206.5 feet, more or less, to the beginning.

TRACT NO. 2: Being part of Lot No. 2 on the W. E. Watkins Plan of Lots as of record in Book 21, page 98, Register's Office for said County, being Lot No. 10 on the unrecorded plan of the Leland J. Dugger property, described according to survey made by George E. Reese, July 29, 1954,

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 21,500.00

Affiant

Subscribed and sworn to before me, this the 23rd day of April, 19 73

Notary Public

My commission expires: 4-23-75

(Affix Seal)

as follows: BOOK 4707 PAGE 925

Beginning on the northerly margin of a 40-foot private road at the southeast corner of the property conveyed to Fred Webb Jackson by deed from Nan Bridgewater Dugger et vir, of record in Book 2296, page 413, said Register's Office; thence with the easterly line of said Jackson property northwardly 218.16 feet, more or less, to low water mark of Cumberland River; thence with said low water mark south 73° east 100 feet, more or less, to the northwest corner of the property conveyed to Fred Webb Jackson by deed from Nan Bridgewater Dugger et vir, of record in Book 2296, page 417, said Register's Office; thence with the westerly line of said Jackson property southwardly 206.5 feet, more or less, to the northerly margin of said 40-foot private road; thence with said road, westwardly 100 feet to the beginning.

Being the same property conveyed to Rene Lehmann and wife, Edeltraut Lehmann, by deed from A. D. Rogers and wife, Sybil E. Rogers, of record in Book 4352, page 250, Register's Office for said County.

This conveyance is made subject to: (1) Easement and right-of-way as set out in Book 2397, page 63; (2) Rights and conditions of "Deed of Flowage Easement" of record in Book 2147, page 151; (3) Restrictions of record in Book 2296, page 409; and (4) Restrictions of record in Book 2296, page 417, said Register's Office.

| | | | | | |
|---|---|---|---|---|---|
| MAY16 | CONV | 21,500.00 | | | |
| MAY16 | STAX | | A* | 55.90 | |
| MAY16 | RTFEE | | A* | .50 | |
| MAY16 | DEED | | A* | 6.00 | * 62.40 |

This is ~~unimproved~~ ( ) improved (X) property, known as R.F.D.#2 (House Number) River Road (Street) Nashville, Tenn. 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* Kenneth E. Pharis and wife, Linda W. Pharis, their ~~successors~~, *heirs and assigns forever.* ...covenant that... *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 stated hereinabove and 1973 taxes which have been prorated and assumed by the grantees herein.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Kenneth E. Pharis and wife, Linda W. Pharis, 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* Kenneth E. Pharis and wife, Linda W. Pharis, *hereinafter referred to as trustors, hereby transfer and convey unto* Glendon M. Fisher, 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* $18,000.00, *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 4707 PAGE 926

*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* 23rd *day of* April, *19* 73

Amtliche Beglaubigung
Die Echtheit der beiden nebenstehenden, in meiner Gegenwart gezeichneten Unterschriften der sich mittels Pässe legitimierenden Eheleute René und Edeltraut Lehmann, beide wohnhaft Allemannenweg 22, Rüschlikon, bezeugt:
Rüschlikon, den -7. Mai 1973
Kontr.-Nr. 297/8

Gemeindeammannamt
8803 Rüschlikon ZH
Der Gemeindeammann:

Rene Lehmann
Rene Lehmann
Edeltraut Lehmann
Edeltraut Lehmann
Kenneth E. Pharis
Kenneth E. Pharis
Linda W. Pharis
Linda W. Pharis

IDENTIF. REFERENCE
C 0 6 8 9 3
MAY 16 4 01 PM '73
FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

*Personally appeared before me,* Ruth Lamb, *Notary Public in and for said County and State,* Kenneth E. Pharis and wife, Linda W. Pharis,

*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* 23rd *day of* April, *19* 73.

Ruth Lamb *Notary Public*

*Commission expires* 4-23-75