Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Cecil E. Waggoner and Andrew H. Turbeville	Andrew H. Turbeville	
(NAME:)	(NAME:)	121
Route 1 - Pulley Road	Route 1-Pulley Road	76.4 Ea
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Part
Nashville, Tennessee	Nashville, Tennessee 37214	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of SEVEN THOUSAND FIVE HUNDRED AND NO/100 ($7,500.00)---------- *Dollars,*

of which FIFTEEN HUNDRED AND NO/100 ($1500.00)---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder SIX THOUSAND AND NO/100------- ($6,000.00)---------- *Dollars,*

Cecil E. Waggoner and Andrew H. Turbeville *have executed* an installment deed note in the principal amount of $6,000.00, plus interest at 7½% per annum, payable in quarter-annual installments of $500.00 each, plus interest, with the first installment being due and payable 3 months from even date and on the same date of each succeeding 3-months period thereafter a payment is due, until the entire amount, both principal and interest, has been paid in full. Said note is payable to the order of Lipscomb G. Harding, Mildred E. Harding, Frances Harding Morgan, Ewing H. Harding, Beulah Harding Dickens, Claude G. Harding, Glenn F. Harding, Mabel Harding Bean, Robert Harding Taylor and Sammie E. Harding.

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, Lipscomb G. Harding, Mildred E. Harding, Frances Harding Morgan, Ewing H. Harding, Beulah Harding Dickens, Claude G. Harding, Glenn F. Harding, Mabel Harding Bean, Robert Harding Taylor and Sammie E. Harding. *have this day bargained and sold, and do hereby transfer and convey unto the said* Cecil E. Waggoner and Andrew H. Turbeville, their ~~successors~~, *heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in the Third Civil District of Davidson County, Tennessee, according to a survey made by Petty & Petty, dated September 20, 1973, more particularly described as follows:

Beginning at a point in the southerly margin of Pulley Road, said point being 200 feet east from the northwest corner of the property as designated in Book 3032, page 329, Register's Office for Davidson County, Tennessee; thence along the southerly margin of Pulley Road north 88° 45' east 200 feet; south 9° 05' east 599 feet; north 86° 30' west 280 feet; north 1° 43' west 570 feet to the point of beginning. Said Tract of land being designated as Tract No. 2 and containing 3.19 acres, more or less.

This Instrument Was Prepared By
(Phillip Saindon Comp.)
Of The Law Firm Pedigo & Saindon
Stahlman Building: Nashville, Tennessee

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $ 7500.00

Subscribed and sworn to before me, this the 30th day of November 1973

Affiant

My commission expires: May 15, 1975 (Affix Seal)

Notary Public

Being part of the same property conveyed to Lipscomb G. Harding, Marion E. Harding, Mildred E. Harding, Frances Harding Morgan, Ewing H. Harding, Beulah Harding Dickens, Claude G. Harding and Glenn F. Harding, by deed from Mabel Ann Harding, of record in Book 3032, page 329, Register's Office for Davidson County, Tennessee. Marion E. Harding, a widower, is now deceased, leaving three heirs at law, Mabel Harding Bean, Robert Harding Taylor, and Sammie E. Harding.

This conveyance is made subject to the following restrictive covenants:

1. No residence shall be constructed with less than 1200 square feet of living area excluding garages and porches. Residences built must be constructed of 2/3 or more brick or stone; in the alternative residence buildings of a decorative frame construction may be built.

2. No trailer or mobile home, basement house, garage or barn, or other buildings may be used as a temporary or permanent living quarters. Any construction must be completed within 12 months from beginning date.

3. No swine or commercial poultry may be kept on property.

4. No storage of junk cars, storage of building materials, or any offensive or unsightly storage may be placed on tracts.

5. There shall be a minimum building setback line of 75 feet from the front property line.

DEC-4[illegible]	CONV	*7,500.00			
DEC-4[illegible]	MORT'G	*6,000.00			
DEC-4[illegible]	S'TAX		A*	19.50	
DEC-4[illegible]	S'TAX		A*	4.00	
DEC-4[illegible]	PR'FEE		A*	.50	
DEC-4[illegible]	W'DEED		A*	8.00	* 32.00

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 Cecil E. Waggoner and Andrew H. Turbeville, 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.*

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Cecil E. Waggoner and Andrew H. Turbeville, 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 Cecil E. Waggoner and Andrew H. Turbeville, *hereinafter referred to as trustors, hereby transfer and convey unto* Phillip Saindon, *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.

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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 10th *day of* November, *19* 73

Lipscomb G. Harding

Mildred E. Harding

Frances Harding Morgan

Ewing H. Harding

Beulah Harding Dickens

Claude G. Harding

Glenn F. Harding

Mabel Harding Bean

Robert Harding Taylor

Sammie E. Harding

Cecil E. Waggoner

Andrew H. Turbeville

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Jo Ann Smith, *a Notary Public in and for said County and State,* Cecil E. Waggoner and Andrew H. Turbeville,

*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* 30th *day of* November, *1973.*

Jo Ann Smith, *Notary Public*

JO ANN SMITH NOTARY PUBLIC

Commission expires May 15, 1975

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STATE OF S. C.
COUNTY OF Aiken

Personally appeared before me, John M. Hunter, *a Notary Public in and for said County and State,* Frances Harding Morgan,

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 Aiken, S.C.
this 23rd *day of* November, *19*73.

John M. Hunter *Notary Public*

Commission expires May 11, 1981

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, J. Ann Smith, *a Notary Public in and for said County and State,* Lipscomb G. Harding, Ewing H. Harding, Beulah Harding Dickens, Claude G. Harding, Glenn F. Harding, Mabel Harding Bean, Robert Harding Taylor and Sammie E. Harding, Mildred E. Harding

the within named bargainors, 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 10th *day of* November, *19*73

J. Ann Smith *Notary Public*

Commission expires May 15, 1975

STATE OF CALIFORNIA
County of LOS ANGELES

Personally appeared before me, Dorothy W. Ward, a Notary Public in and for said County and State, the within named Mabel Harding Bean

OFFICIAL SEAL
DOROTHY W. WARD
Notary Public-California
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires July 15, 1977

the 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 Beverly Hills, California, this 19th day of November, 19 73

Dorothy W. Ward, Notary Public

Commission Expires July 15, 1977

INSTALLMENT DEED

FROM LIPSCOMB G. HARDING, ET AL

TO CECIL E. WAGGONER, ET AL

C 34002

IDENTIF. REFERENCE

DEC 4 3 21 PM '73

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

CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

PEDIGO & SAINDON

182550