Installment Deed

BOOK 4867 PAGE 178

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
H. C. Pratt & Edwin E. Felts	same	
(NAME)	(NAME)	25-4
209 South Main Street		97
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Pat
Goodlettsville, Tennessee		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Forty-eight Thousand and no/100---------- ($48,000.00)- *Dollars,*

~~which~~ for which sum H. C. Pratt and Edwin E. Felts ~~Dollars, has been paid in cash,~~

~~the receipt of which is hereby acknowledged, and for the execution~~ ~~Dollars~~

ha ve *executed*

their promissory note payable to the order of Goodlettsville Auto Parts Co., of even date herewith, payable in 240 equal monthly installments of $290.20 each including interest at the rate of four (4) per cent 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, Goodlettsville Auto Parts Co.

has
~~have~~ *this day bargained and sold, and do hereby transfer and convey unto the said* H. C. Pratt and Edwin E. Felts, their---------- *(successors), heirs and assigns,*

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

Land in the City of Goodlettsville, which lies in the 10th Civil District of said County, described according to a survey thereof made by G. Barry Greer, Surveyor, Job No. 64-70, as follows

Beginning at a P.K. nail in the westerly margin of Dickerson Road, also known as U. S. Highway No. 41, said nail being located at the southeast corner of the property conveyed to Jack E. Williams and wife, by deed from Eftee McMurtrie Ashley and husband, of record in Book 4214, page 736, Register's Office for said County; thence with said Williams southerly line, south 83°34' west 175.0 feet to the center of a creek; thence with the center of said creek southwesterly 127 feet, more or less, to the northwest corner of the property conveyed to Claude R. Tolbert and wife, by deed from Jesse J. Jones and wife, as of record in Book 4033, page 123, said Register's Office; thence with said Tolbert's northerly line and along a hedge row, north 88°45' east 270.0 feet to an iron pin in the westerly margin of said Road; thence with the westerly margin of said Road, north 06°00' west 109.0 feet to the point of beginning.

Being the same property conveyed to Ruth McMurtrie by three deeds, two of which are from Henry McMurtrie, now deceased, one of record in Book 2012 page 615, and the other of record in Book 2148, page 177, Register's Office for said County, the third of which is from Eftee McMurtrie Ashley, of

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater for this transfer is $ 48,000.00

Subscribed and sworn to before me, this the 11 day of December 19 74

Affiant

My commission expires: 1/31/78
(Affix Seal)

Notary Public

This instrument was prepared by LOWE WATKINS, Attorney, 14th Floor American Trust Building, Nashville, Tenn. 37201

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record in Book 2148, page 201, said Register's Office, the grantor in the said deed of record in Book 2012, page 615 having reserved a life estate, the property herein described containing only the southerly portion of the property described in said deed of record in Book 2148, page 177, said Register's Office.

This conveyance is made subject to (1) a 20 foot [illegible]anent easement for sanitary sewer granted to The City of Goodle[illegible]ille, by instrument of record in Book 4362, page 954, said Register's Office; (2) restrictive covenants of record in Book 911, page 183; and Book 936, page 405, Register's Office.

Being the same property conveyed by Ruth McMurtrie to Goodlettsville Auto Parts Co., by deed of record in Book 4445, page 631, Register's Office for Davidson County, Tennessee.

This is improved (X) property, known as 209 South Main Street, Goodlettsville, Tenn.
(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 H. C. Pratt and Edwin E. Felts, their---------- *(successors), heirs and assigns forever.* Grantor s *covenant that* it is *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.*

Grantor *further covenant*s *and bind*s itself, its successors and /assigns *heirs and representatives, to warrant and forever defend the title to said real estate to said* H. C. Pratt and Edwin L. Felts, 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 H. C. Pratt and Edwin E. Felts---------- *hereinafter referred to as trustors, hereby transfer and convey unto* J. W. Wood----------, *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 succcessor 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 5th *day of* Nov., *19*74.

GOODLETTSVILLE AUTO PARTS CO.

By H C Pratt Pres

H C Pratt

H. C. Pratt

Edwin E. Felts

Edwin E. Felts

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* H. C. Pratt and Edwin E. Felts

*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 Goodlettsville, *Tennessee, this* 5th *day of* Nov. *19*74

NOTARY PUBLIC

P. Daniel W Butterworth *Notary Public*

Commission expires 5-2-77

STATE OF.....

COUNTY OF.....

Personally appeared before me, ..., *a Notary Public in and for said County and State,* .....

.....

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

Witness my hand and official seal at....., *this*.....*day of*....., *19*.....

.....*Notary Public*

Commission expires.....

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Henrietta Ward, *a Notary Public of the State and County aforesaid, personally appeared* H. C. Pratt, *with whom I am personally acquainted, and who, upon oath, acknowledged* him*self to be* Vice President *of the* Goodlettsville Auto Parts Co., *the within named bargainor, a corporation, and that* he *as such* Vice President, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* him*self as* Vice President of Goodlettsville Auto Parts Co.

Witness my hand and seal, at office in Nashville, Tennessee,
this 11th *day of* November, *19* 74.

Henrietta Ward *Notary Public*

Commission expires 1/31/78

NOV 11 '74	CONV	48,000.00			
NOV 11 '74	MORT'G	48,000.00			
NOV 11 '74	S'TAX		A*	124.80	
NOV 11 '74	S'TAX		A*	46.00	
NOV 11 '74	PR'FEE		A*	.50	
NOV 11 '74	W'DEED		A*	8.00	* 179.30

INSTALLMENT DEED

FROM

TO

C 77707

IDENTIF. REFERENCE

Nov 11 10 38 AM '74

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

This instrument prepared by Guaranty Title, Attorney
14th Floor American Trust Building, Nashville, Tenn. 37201

Compliments of

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