THIS INSTRUMENT PREPARED BY:
JOSEPH L. LACKEY, SR.
Attorney at Law
1822 Parkway Towers
Nashville, TN 37219

Bruce + Jay Bills
Jeffrey Newman et al
641 - Hermitage
Hermitage, Tenn

M.57
P.66-86
PW

Installment Deed

BOOK 4950 PAGE 843

FOR AND IN CONSIDERATION of the sum of Twelve Thousand Five Hundred Forty and NO/100----------($12,510.00)----------*Dollars,* *of which* Three Thousand Five Hundred and NO/100----------($3,500.00)----------*Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Nine Thousand Forty and NO/100----------($9,010.00)----------*Dollars,* the Grantees, JEFFREY NEWMAN, JAMES CAPPS, and WILLIAM LINNEMAN, *have executed* their Installment Deed Note in which they agree to pay the sum of One Thousand Five Hundred and NO/100 ($1,500.00) Dollars with interest at the rate of Seven and one-quarter (7 1/4%) percent per annum on September 1, 1974; and annually thereafter the sum of One Thousand and NO/100 ($1,000.00) Dollars with interest thereon at the rate of Seven and one-quarter (7 1/4%) percent per annum, said payments shall begin on Sept. 1, 1975, and a like sum payable with interest thereon on the first day of Sept. of each succeeding year thereafter until all of the remaining balance shall have been paid in full; the final note will be in the amount of Ten and NO/100 ($10.00) and interest,

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, C. A. ROBERTS and wife NANNIE CARRINGTON ROBERTS,

have this day bargained and sold, and do hereby transfer and convey unto the said JEFFREY NEWMAN, JAMES CAPPS, and WILLIAM LINNEMAN, their *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

TRACT NO. 1: Beginning at a point in the center of Old Hickory Boulevard, said point being 311.6 feet North 27 degrees East of the center line of Bull Run Road; thence N 70° 35' W 357 feet to an iron pin; thence S 74° 40' W 118.6 feet to an iron pin 10 feet northeast of the corner of an old orchard; thence with a fence line S 25° 30' W 156 feet to a railroad spike in the center of Bull Run Road, said spike being on a curved line northwestwardly 337.8 feet to the end of said curved line; thence continuing with said center line N 36° 12' W 277.5 feet to a point, said point being Williams' (Book 4174, page 989) southerly corner; thence with Williams' southeast boundary line N 62° E 433.3 feet to an existing iron pin in Joelton Water Works westerly corner; thence with said water works' southwesterly boundary line S 27° 30' E 167.7 feet to an existing iron pin; thence N 36° 29' E 172.16 feet to M. Joines' westerly corner; thence with Joines southwesterly boundary line S 65° 45' E 609.2 feet to a point in the center of said Old Hickory Boulevard; thence with said boulevard S 27° W 393.4 feet to the point of beginning, and containing 9.71 acres, more or less.

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS
$ 12,510.00
Affiant
SUBSCRIBED AND SWORN TO BEFORE ME, THIS
THE 15th DAY OF Sept 19 75
Deputy Register

[redacted]

AND BEING part of the same property conveyed to C. C. Roberts and wife Margaret Roberts by deed from John H. Waddle and wife as of record in Book 989, page 48, Register's Office of Davidson County, Tennessee. C. C. Roberts and C. A. Roberts are one and the same person.

TRACT NO. 2: Beginning at a concrete monument in Martin's (Book 1809, page 617) southwest corner; thence with Martin's westerly boundary line N 4° 30' E 660.2 feet to a point in a fence line; thence with south fence line S 57° 30' W 455.2 feet to an iron pin in Williams' easterly corner; thence with Williams' northeasterly boundary line (NOTE: This boundary line is by agreement between Williams and Roberts.) S 35° E 546.9 feet to an existing iron pin in the northwesterly boundary of Joelton Water District's property by deed of record in Book 4244, page 749, Register's Office for Davidson County, Tennessee; thence with said boundary line N 45° 42' E 39.1 feet to the point of beginning; and containing 2.83 acres, more or less.

AND BEING part of the same property conveyed to C. C. Roberts and wife Margaret Roberts by deed from John H. Waddle and wife as of record in Book 989, page 48, Register's Office of Davidson County, Tennessee. C. C. Roberts and C. A. Roberts are one and the same person.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said JEFFREY NEWMAN, JAMES CAPPS, and WILLIAM LINNEMAN, 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* JEFFREY NEWMAN, JAMES CAPPS, and WILLIAM LINNEMAN, 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 JEFFREY NEWMAN, JAMES CAPPS, and WILLIAM LINNEMAN, *hereinafter referred to as trustors, hereby transfer and convey unto* JOSEPH L. LACKEY, SR., *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 10th *day of* February, *19*74.

C. C. and/or C. A. ROBERTS

NANNIE CARRINGTON ROBERTS

JEFFREY NEWMAN

JAMES CAPPS

WILLIAM LINNEMAN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, [illegible], *a Notary Public in and for said County and State,* C. C. ROBERTS, NANNIE CARRINGTON ROBERTS, JEFFREY NEWMAN, JAMES CAPPS, and WILLIAM LINNEMAN,

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* February *19*74.

Commission expires 7-31-74

Notary Public

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, ...*, 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

C. C. ROBERTS and wife

TO

NANNIE CARRINGTON ROBERTS

JEFFREY NEWMAN, JAMES CAPPS,

and WILLIAM LINNEMAN

SEP 15 75	CONV	12,510.00			
SEP 15 75	MORT'G	*9,010.00			
SEP 15 75	S'TAX		A*	32.50	
SEP 15 75	S'TAX		A*	7.00	
SEP 15 75	PR'FEE		A*	.50	
SEP 15 75	W'DEED		A*	8.00	* 48.00

D 15519

IDENTIF. REFERENCE

SEP 15 11 17 AM '75

FEE REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

Guaranty Title Company

A Division of

Kansas City Title Insurance Company

American Trust Building

S. W. Cor. Third & Union

NASHVILLE, TENNESSEE