Installment Deed

BOOK 5037 PAGE 599

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
William M. Colson	Same	
(NAME:) 2012 Beech ave.	(NAME:)	108
(STREET ADDRESS OR ROUTE NUMBER) Nashville Tenn 37204	(STREET ADDRESS)	6/147 PW
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of EIGHTEEN THOUSAND FIVE HUNDRED AND NO/100 ($18,500.00) *Dollars,*

of which EIGHT THOUSAND FIVE HUNDRED AND NO/100 ($8,500.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder TEN THOUSAND AND NO/100 ($10,000.00) *Dollars,*

William M. Colson and wife, Katherine Colson

ha.ve executed

an installment deed note in the principal amount of $10,000.00 payable to the order of William Thaxton Boner and wife, Margaret S. Boner. Said note being payable on or before June 15, 1977, plus interest at the rate of 7-1/2% per annum.

This Instrument Was Prepared By

Dewey W. Pedigo

Of The Law Firm Pedigo & Saindon

Stahlman Building: Nashville, Tennessee

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,

William Thaxton Boner and wife, Margaret S. Boner

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

William M. Colson and wife, Katherine Colson,

their (~~HXXXXXX~~), *heirs and assigns,*

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

A tract of land in the 3rd Civil District of Davidson County, Tennessee described according to a survey made by Roger H. Fuqua June 3, 1976 and described as follows to wit:

Beginning at a P.K. nail in the original easterly line of a tract of land conveyed to William Thaxton Boner from J. W. Boner as of record in Deed Book 2599, page 489, Register's Office for Davidson County, Tennessee. This P.K. nail is in the pavement of Pleasant Hill Road, but not in the center of said road. Said P.K. being north 4° 54' 23" east, 350 feet from the original southeasterly corner of said Boner Tract and being the northeasterly corner of a tract of land conveyed to Robert L. Tucker from William Thaxton Boner, recorded in Deed Book 4857, page 703, Register's Office for Davidson County, Tennessee, thence; with Tucker's northerly line, north 85° 06' 37" west, 580.80 feet to an iron pin (Tuckers northwesterly corner); thence with Tucker's westerly line, south 4° 54' 23" west, 150.0 feet to an iron pin in the north line of a tract conveyed to Robert L. Tucker in Book 3576, page 419, Register's Office for Davidson County, Tennessee; thence with Tucker's north line, north 85° 07' 58" west, 68.86 feet to an iron pin (common corner Robert L. Tucker and William M. Colson); thence with the north line of Colson, north 85° 06' 08" west, 622.98 feet to an

Continued..

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 18,500.00

Affiant

Subscribed and sworn to before me, this the 18 day of June 1976

Notary Public

My commission expires: 11-12-78

(Affix Seal)

iron pin by fence post in J. Murray Milliken, Trustee, easterly line; thence north 2° 0' 00" east, 3.41 feet to common corner Milliken & Davis, Johnson Tract; thence with the easterly line Davis, Johnson Tract north 3° 48' 39" east 600.77 feet to an iron pin at southwesterly corner George E. Welch; thence with the southerly line Welch, south 87° 48' 37" east, 518.80 feet to an iron pin in the westerly line of a tract to be retained by Boner; thence with line of Boner, south 2° 11' 23" west, 220.0 feet to an iron pin; thence south 48° 45' 57" east, 217.0 feet to an iron pin; thence south 87° 04' 53" east, 581.20 feet to a P.K. nail in the pavement of Pleasant Hill Road in the original easterly line, J. W. Boner, thence with same along Pleasant Hill Road, south 4° 54' 23" west, 150.00 feet to the point of beginning.

Being part of the same property conveyed to William Thaxton Boner by deed from J. W. Boner of record in Book 2599, page 489, Register's Office for Davidson County, Tennessee.

JUN22	CONV	18,500.00				
JUN22	MORT'G	10,000.00				
JUN22	S'TAX		B*	48.10		
JUN22	S'TAX		B*	8.00		
JUN22	PR'FEE		B*	.50		
JUN22	W'DEED		B*	6.00	*	62.60

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 William M. Colson and wife, Katherine Colson 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* William M. Colson and wife, Katherine Colson, 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 William M. Colson and wife, Katherine Colson *hereinafter referred to as trustors, hereby transfer and convey unto* Dewey Pedigo, 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 $....., 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 18 *day of* June, *19* 76.

William Thaxton Boner

Margaret S. Boner

William M. Colson

Katherine Colson

D 54814

T
IDENTIF. REFERENCE

JUN 22 8 58 AM '76

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

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Dewey W. Pedigo, *a Notary Public in and for said County and State,* William Thaxton Boner and wife, Margaret S. Boner and William M. Colson and wife, Katherine Colson

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* June, *19* 76

DEWEY W. PEDIGO NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Dewey W. Pedigo *Notary Public at large*

Commission expires 11-12-78