# Installment Deed

BOOK 5160 PAGE 944

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| WADE S. WILLIAMS ET UX (NAME) | Same (NAME) | 187 |
| 3814 Creekside Drive (STREET ADDRESS OR ROUTE NUMBER) | (STREET ADDRESS) | 105 |
| Nashville, Tenn., 37211. (CITY) (P. O. ZONE) (STATE) | (CITY) (ZONE) (STATE) | |

*FOR AND IN CONSIDERATION of the sum of* Three Thousand Five Hundred ($3,500.00) and no/100 - - - - - - - - - - - - - - - - - - - - - - - - *Dollars, of which* Five Hundred ($500.00) and no/100 - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Three Thousand ($3,000.00) and no/100 - - - - - - - - - - - - - - - - - - - - - - - - - - - *Dollars,* Wade S. Williams and wife, Suszanne Williams, - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - *have executed*

executed their installment deed note in the principal sum of Three Thousand ($3,000.00) dollars, of even date of this deed, payable on or before three years from date, bearing interest from date at the rate of 8% per annum, payable to the order of Rachel Y. Bonds; payments thereon may be made prior to maturity date, and interest will be charged from date of note to date of such advance payments; or said note may be paid in full at any time, and interest shall accrue only from the date of note to date of such payment;

*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, Charles C. Bonds and wife, Rachel Y. Bonds, - - - - - - - - - - - - - - - - - - - - - - -

*have this day bargained and sold, and do hereby transfer and convey unto the said* - - - - - - - - Wade S. Williams and wife, Suszanne Williams, - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - their ~~(successors)~~ *heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in the 5th Civil District, formerly the 6th Civil District, of Davidson County, Tennessee, being a part of Tract 19 on the Burkett Estate Farm, as of record in Book ______, page ______, Register's Office for Davidson County, Tennessee, described as follows:

Beginning at a point North 5° 00' East and 833.0 feet from the North line of Burkett Road; thence South 87° 30' West for 347.00 feet to an iron pin; thence North 13° 13' East for 505.12 feet to a point in the line between Tracts 18 and 19; thence South 84° 15' East along the line between Lots 18 and 19 for 169.00 feet to an iron pin in a fence line; thence South 31° 00' West for 374.25 feet to an iron pin in afence line; thence North 85° 00' East for 317.50 feet to an iron pin, being a corner of a 7+ acre tract part of Tract 19; thence along the west line of this 7+ acre tract South 5° 00' West for 100.00 feet to the point of beginning, containing 2.5 acres.

STATE OF TENNESSEE
COUNTY OF DAVIDSON
Subscribed and sworn to before me, this the 17th day of June 1977.
My commission expires 7/27/77 (Affix Seal)

The actual consideration or value whichever is greater, for this transfer is $ 3,500.00

[signature] Affiant

[signature] Notary Public

Being part of the property conveyed to Rachel Y. Bonds by deed from Louise Burkett, L. H. Burkett, and Lucien H. Burkett,. Executor of the estate of Mary Elizabeth Burkett, of record in Book 5031, page 935, Register's Office for Davidson County, Tennessee.

This conveyance is expressly subject to the agreements, covenants and restrictions which run with the land and relate to the entire tract of 236 acres, consisting of Tracts 1 through 19, on the unrecorded survey of the Burkett Estate Farm as prepared by Billy Carl Tomlin, Surveyor, dated April 15, 1976, and shall operate for the benefit of and may be enforced by the owner of any of said Tracts 1 through 19, which said agreements, covenants and restrictions are fully set forth in said deed from Louise Burkett et al to Rachel Y. Bonds, hereinbefore referred to, of record in Book 5031, page 935, Register's Office for Davidson County, Tennessee, and for a full and complete description thereof reference is here made to said deed for the purpose of incorporating same into this deed.

This deed drafted by:
Harry G. Nichol, Atty.,
711 J.C.Bradford Bldg.
Nashville, Tenn., 37219.

Rachel Y. Bonds and Rachel Yates Bonds are one and the same person.

- - - - - - - - - - - - - - - - - - - -

This is unimproved (X) property, known as 2.50 acres on North side of Burkett Road, 5th Dist.
(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* Wade S. Williams and wife, Suszanne Williams, 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* Wade S. Williams and wife, Suszanne Williams, 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* Wade S. Williams and wife, Suszanne Williams, *hereinafter referred to as trustors, hereby transfer and convey unto* Harry G. Nichol, *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* 17th *day of* June, *19* 77.

Charles C. Bonds

Rachel Yates Bonds

Wade H. Williams

Suzanne Williams

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

*Personally appeared before me,* Dwight Machel, *a Notary Public in and for said County and State,* Charles C. Bonds and wife, Rachel Y. Bonds

*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, *Tennessee, this* 17th *day of* June, *19* 77.

Dwight Machel *Notary Public*

NOTARY PUBLIC DAVIDSON COUNTY TENN.

*Commission expires* July 27, 1977.

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STATE OF Tennessee }
COUNTY OF Davidson }

*Personally appeared before me,* Harry G. Nichol, *a Notary Public in and for said County and State,* Wade S. Williams and wife, Suzanne Williams,

*the within named bargainor....., 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, Davidson County, Tennessee, *this* 17th *day of* June, *19* 77.

Harry G. Nichol *Notary Public*

*Commission expires* July 22 1977

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 corporation by* .....self *as* .....

*Witness my hand and seal, at office in* .....; *this* .....*day of* ....., *19*.....

.....*Notary Public*

*Commission expires* .....

| | | | | | |
|---|---|---|---|---|---|
| JUN 17 77 | CONV | *3,500.00 | | | |
| JUN 17 77 | MORT'G | *3,000.00 | | | |
| JUN 17 77 | S'TAX | | B* | 9.10 | |
| JUN 17 77 | S'TAX | | B* | 1.00 | |
| JUN 17 77 | PR'FEE | | B* | .50 | |
| JUN 17 77 | W'DEED | | B* | 8.00 | * 18.60 |

**INSTALLMENT DEED**

FROM
RACHEL Y. BONDS ET VIR

TO
WADE S. WILLIAMS ET UX.

E 09709

IDENTIF. REFERENCE

JUN 17 3 36 PM '77

DAVIDSON COUNTY, TENN.

Mail to:
Harry G. Nichol, Atty.
711 J.C.Bradford Bldg.
Nashville, Tenn., 37219.

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238