BOOK 5573 PAGE 706

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM

PAUL R. CAPPS AND WIFE,
MARIE CAPPS

TO

JUDITH C. SPICKARD ET AL

For draftsman's use

Prepared by:
Gregory & Gregory
1161 Murfreesboro Rd.
Nashville, TN 37217

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Judith C. Spickard et al (NAME)	Same (NAME)	84-16
129 McGavoc Pike (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	105
Nashville, TN 37214 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

MAR 4 3 51 PM '80

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

F 79234

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 37,500.00 M. L. Baker
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 16th DAY OF February, 19 80

Notary Public

MY COMMISSION EXPIRES: 10-8-82
(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Thirty Seven Thousand, Five Hundred and no/100------ DOLLARS

of which $ _____ has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have this day executed their installment deed note in the original principal sum of Twenty Seven Thousand ($27,000.00) Dollars made payable to the order of Paul R. Capps and wife, Marie Capps. Said note bears interest at the rate of Ten Per Cent (10%) Per Annum and is payable as specified therein.

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

we, Paul R. Capps and wife, Marie Capps

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey ~~xxx~~ as follows: a one-third undivided interest to Judith C. Spickard (1/3); a one-third undivided interest to William A. White (1/3); and a one-third undivided interest to Ben Spickard and wife, Lucile Spickard as tenants by the entirety (1/3) herein called grantees, their heirs, and assigns, our one-half (1/2) undivided interest in the following described property:

SEE LEGAL DESCRIPTION ATTACHED AND MADE A PART HEREOF BY REFERENCE.

03/04 132.03- CHECK

This is (☐) unimproved (☒) improved property, known as 131 McGavoc (House Number) (Street) Nashville, Tennessee (P. O. Address: City or Town) (Postal Zone)

~~205 - 6556~~

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their 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 the said real estate to said grantees, their 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 notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said grantees herein do hereby transfer and convey unto Patsi B. Gregory Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantees do hereby 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 at least the sum of $ reasonable until the notes herein secured are 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 and holder of said notes, as his interest may appear. We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment. Now, if we, the said grantees, shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if we fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided: we fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, 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 notes, or any of said notes then past due and unpaid, all remaining unpaid notes 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 conveyance. We agree that the Trustee, may at any time, after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. We further agree 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 advise 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 notes 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 the grantees herein, their heirs, 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 lien notes, or, if more than one, then of the first-maturing unpaid note, 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 said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Said trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 16th day of February 19 80.

Paul R. Capps — PAUL R. CAPPS
Marie Capps — MARIE CAPPS
Judith C. Spickard — JUDITH C. SPICKARD
Wm. A. White — WILLIAM A. WHITE
Ben Spickard — BEN SPICKARD
Lucile Spickard — LUCILE SPICKARD

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Paul A. Capps & wife Marie Capps, Ben Spickard & wife Lucile Spickard, William A. White, and Judith C. Spickard the 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 16th day of Feb, 1980

Patsi B Gregory, Notary Public.

Commission expires 1-18-82

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE PATSI B. GREGORY

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 .....

LAND IN Davidson County, Tennessee being described as follows:

TRACT I

BEING the northerly 59.10 feet of Lot No. 30 and the southerly 50.90 feet of Lot No. 31 on the Map of Donelson Park Place, as of record in Book 547, page 73, Register's Office for said County.

SAID PARTS of Lots Nos. 30 and 31 front together 110 feet on the easterly side of McGavock Road and run back 158.3 feet, more or less, on the northerly line and 175 feet, more or less, on the southerly line, with the northerly margin of Park Drive, to the westerly line of Lot No. 33, measuring 110 feet thereon.

BEING the same property conveyed to Paul Capps and wife, Sadie Deane Capps by deed from Milton C. Woodrick and wife, Sara Frances Woodrich of record in Book 1731, page 623, said Register's Office.

TRACT II

BEING the southerly 7 feet of the northerly 15.70 feet of Lot No. 31 on the Map of Donelson Park Place, as of record in Book 547, page 73, said Register's Office, described as follows:

BEGINNING on the easterly margin of McGavock Road at the northwest corner of the property conveyed to Paul Capps and wife by deed from Milton C. Woodrich and wife, of record in Book 1731, page 623, said Register's Office; thence with Capps' northerly line eastwardly 150.3 feet, more or less, to the westerly line of Lot No. 33; thence northwardly 7 feet; thence westwardly 158.3 feet, more or less, to the easterly margin of McGavock Road; thence with same southwardly 7 feet to the beginning.

BEING the same property conveyed to Paul Capps and wife, Sadie Dean Capps by deed from Milton C. Woodrich and wife, Sara Frances Woodrich of record in Book 2097, page 577, said Register's Office.

THE SAID Paul Capps died leaving Sadie Deane Capps as the surviving tenant by the entirety. Sadie Deane Capps is now deceased and by her will, which is filed in the Probate Court for Davidson County, Tennessee, devised her property one-half to Paul R. Capps, her son; and one-half to her daughter, Elizabeth Uffelman.

Walter Uffelman, husband of Elizabeth Uffelman and Marie Capps, wife of Paul Capps join in this conveyance for the express purpose of conveying any interest they might have in the property, especially their marital interests.

THIS conveyance is made subject to any and all existing easements and restrictions and is made especially subject to restrictive covenants contained in Book 731, page 119, in Book 1580, page 43, and in Book 1629, page 475, said Register's Office.

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5573 PAGE 709

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			37500.00-	CO
			27000.00-	MO
			97.50	CO TX
			25.00	MO TX
			.50	PRFEE
			9.00	WDEED
			CHECK	132.00-
6131A03/04/80			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 79234

IDENTIF. REFERENCE

MAR 4 3 51 PM '80

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

No. 745324