Installment Deed

BOOK 5968 PAGE 36

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
George T. Hicks, et ux	Same	157-12
2228 (NAME:) Old Hickory Boulevard	(NAME:)	7D-37425
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee 37215	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Four Hundred Seventy-five Thousand and 00/100 (475,000.00)---------- *Dollars,*

of which One Hundred Fifty Thousand and 00/100 (150,000.00)---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder of Three Hundred Twenty-five Thousand and 00/100 (325,000.00)---------- *Dollars,*

GEORGE T. HICKS *has executed* his promissory note of even date herewith payable to Edith K. Weisiger and B. Roy Kennedy, Jr. on or before five (5) years from date, with interest payments on unpaid principal balance at the rate of 10 per cent per annum to be made semi-annually, with first of said interest payments due six months from date;

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, EDITH K. WEISIGER and husband, FELIX M. WEISIGER, and B. ROY KENNEDY, JR. and wife, MAE W. KENNEDY, *have this day bargained and sold, and do hereby transfer and convey unto the said* GEORGE T. HICKS, his *(successors), heirs and assigns,*

and Williamson Counties,

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

A tract of land being part of the Edward Scruggs Tract of Land, lying in the Counties of Davidson and Williamson, partitioned in the County Court of Davidson County, Tennessee, in the cause of A. B. Scruggs, et al Vs. Mrs. Alice Scruggs Kelley, a plan of which is recorded in Minute Book 65, Pages 378 and 379, said Court, lying in the 7th, formerly 11th, Civil District of Davidson County, Tennessee, and in the 7th Civil District of Williamson County, Tennessee, and described according to a survey made July 7, 1937, by Erle Drake, County Surveyor for said County, by L. D. Justice and W. H. Evans, Surveyors, as follows:

BEGINNING at a rock and stake in the center of an old abandoned lane 14 feet wide, a corner of a tract of land conveyed to Mrs. Lottie Sawyers Potts and husband, Thomas Potts, by deed from R. B. Sawyers and others, of record in Book 513, Page 197, Register's Office for Davidson County, Tennessee; thence North 2° 56' East, with their eastern boundary line, 1567.5 feet to the center of the Old Vaughn Gap Road, being also the center of what is now known as Old Hickory Boulevard; thence South 89° East, with the center of said Old Vaughan's Gap Road, 771.7 feet to a point being about 15 feet from the northerly margin of said Old Hickory Boulevard, the Northwest corner of a tract of land conveyed to Robert L. Alexander, Jr. and wife, Roberta S. Alexander, by deed from E. G. Scruggs and wife, of record in Book 667, Page 268, said Register's Office; thence South 3° 20' West, with their Western boundary line, passing their Southwest corner, and continuing in the same direction, in all 1567.5 feet to a pile of rocks in the center of said abandoned lane and in the northern boundary line of said tract of land

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 475,000.00

Subscribed and sworn to before me, this the 16th day of November 19 82

Affiant

My commission expires: February 26, 1984 (Affix Seal)

Notary Public

owned by Mrs. Lottie Sawyers Potts and husband, Thomas Potts; thence North 89° West, with the center of said abandoned lane, 761.7 feet to the beginning, containing 27.56 acres, more or less.

Being the same property conveyed to H. C. Pearson and wife, Sara Pearson, by deed from E. G. Scruggs and wife, Mary Scruggs, of record in Book 1031, Page 197, Register's Office for Davidson County, Tennessee; the said parties having since died. The said H. C. Pearson having predeceased the said Sara Pearson. Said property was devised to Edith K. Wesisiger and B. Roy Kennedy, Jr. as devisees under the will of Sara R. Pearson, deceased, of record in Will Book 124, Page 753, Probate Court Clerk's Office for Davidson County, Tennessee.

Grantors agree to release each of the fifty-five platted lots upon the payment of $10,000.00 per lot, which said payment is to be applied first to interest ot date, and balance to principal.

In the event that no payment has been made for the release of a lot as hereinabove set out, the Grantees agree to pay to Edith K. Weisiger and B. Roy Kennedy, Jr. $10,000.00 on or before January 3, 1983, which will be applied first to interest to date at the rate of 10 per cent per annum, and balance to principal.

Grantee may not encumber said property in any way other than encumbrancies to the Grantors.

Sallie R. Hicks, wife of George T. Hicks, the Grantee herein, joins in this conveyance for the purpose of conveying all of her right, title and interest she may have in the property herein described.

This is unimproved ( ) improved (X) property, known as 2265 Old Hickory Boulevard, Nashville, TN
(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 George T. Hicks, his ..... *(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* George T. Hicks, his ..... *(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 George T. Hicks and wife, Sallie R. Hicks, ... *hereinafter referred to as trustors, hereby transfer and convey unto* O. B. Hofstetter, 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 $ insurable value *, 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 16th *day of* November, *19* 82.

THIS INSTRUMENT PREPARED BY:
Hofstetter & Hofstetter, Attorneys
Suite 500
Metropolitan Federal Tower
230 Fourth Avenue North
Nashville, TN 37219

Edith K Weisiger

Felix M Weisiger

B Roy Kennedy Jr

Mae W. Kennedy

Thomas Hicks

Nellie P Hicks

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Edith K. Weisiger, Felix M. Weisiger, B. Roy Kennedy, Jr., Mae W. Kennedy,

*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* 16th *day of* November, *19* 82.

Eunice Miller *Notary Public*

Commission expires 10-20-85

NOTARY PUBLIC DAVIDSON

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* George T. Hicks and wife, Sallie R. Hicks,

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* 16th *day of* November, *19* 82.

Theresa Mitchell *Notary Public*

Commission expires February 26, 1984

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 .....

H 18496

IDENTIF. REFERENCE

NOV 23 8 46 AM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

1403 11/23 1870

INSTALLMENT DEED

FROM

EDITH K. WEISIGER, ET AL

TO

GEORGE T. HICKS

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

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF: BOOK 5968 PAGE 40

FOR

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
			475000.00-	CO
			325000.00-	MO
			1235.00	CO TX
			323.00	MO TX
			.50	PRFEE
			12.00	WDEED
				CHECK 1570.50-
			1403A11/23/82	BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 1 8 4 9 6

IDENTIF. REFERENCE

Nov 23 8 46 AM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 911811