Map 17 P/L PAR. 132 m.2

BOOK 3843 PAGE 103

INSTALLMENT DEED J. R. WEST FORM THE GUARANTY TITLE COMPANY

For and in consideration of the sum of $5,800.00

.....Fifty Eight Hundred.....Dollars,

of which .....Five Hundred ($500.00).....Dollars,

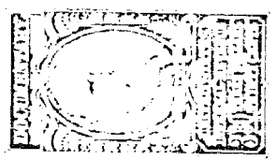
has been paid in cash by Kenneth Hitt and wife, Helen Hitt

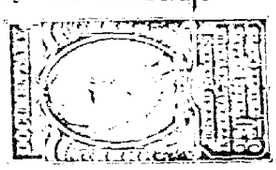
the receipt of which is hereby acknowledged, and for the remainder $5,300.00

.....Fifty Three Hundred.....Dollars,

the said Kenneth Hitt and wife, Helen Hitt ha ve

Executed their joint promissory note of even date in the amount of $5,300.00, payable to the order of Annie Laura Owens and husband, Paul Owens, payable in consecutive monthly installments of $40.00 each, which includes interest & principal, beginning Oct. 12-63, and like amount due on the same day of each succeeding month until the said note is paid in full. Said note bearing interest from date at the rate of 6 % per annum, with the said monthly payment to be applied first to the interest and the remainder to the principal, with a lien retained in the hereinafter described property to secure payment of said note and interest,





all of said notes bearing six per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained

on the land herein conveyed, we, Annie Laura Owens and husband, Paul Owens

have this day bargained and sold, and do hereby transfer and convey unto the said Kenneth Hitt and wife, Helen Hitt, their heirs and assigns,

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

Land in the 10th Civil District, Davidson County, Tennessee, and being described according to a survey made by Richard Omohundro, Surveyors, on August 17, 1963, as follows:

BEGINNING at a spike in the center of Brick Church Pike; thence Westerly 302.3 feet along a fence to an iron pin, said fence being the northerly line of Smith's property; thence N. 6 deg. W. 344 feet, more or less, to an iron pin on the easterly line of Owens property; thence S. 80 deg. 30' W. 147.5 feet to an iron pin on said line of Owens property; thence N. 3 deg. 30' W. 560.5 feet, more or less, with the fence which is the easterly line of Owens property, to a 15 inch hackberry tree; thence northerly 115 feet to a 12 inch split elm tree; thence N. 8 deg. E. 89 feet to a 6 inch hackberry tree; thence N. 8 deg. 30' E. 126.5 feet to a 15 inch hackberry tree; thence N. 17 deg. 45' E. 133 feet to an 18 inch hickory tree; thence N. 33 deg. 15' E. 122.5 feet to a 27 inch beech tree on the westerly side of a ravine; thence N. 74 deg. 45' E. 68 feet across the ravine to an iron pin by a 6 inch box elder; thence N. 29 deg. E. 346.5 feet to a point at the fence which is the southerly line of C.H.Waggoner's property; thence easterly 1105.5 feet along said fence to a corner where another fence intersects; thence S. 24 deg. E. 254.1 feet along said intersecting fence, part of which is the westerly line of Alvin Waggoner's property, to a point; thence S. 69 deg. 45' W. 910.8 feet alongthe top of a ridge to a chestnut stump; thence S. 24 deg. 45' W. 396 feet to a point on a fence, said fence being the westerly line of Phifer's land; thence S. 18 Deg. E. 387.75 feet along said fence to an iron pin, which pin also marks the line between the Phifer property and the Smith land to the south of it; thence S. 6 deg. W. 462 feet to the point of beginning, containing 29.2 acres.

Being a part of the same property conveyed to Annie Laura Owens and husband, Paul Owens, by deed from Annie Laura Owens, of record in Book 1733, page 223, R.O.D.C., Tennessee.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Kenneth Hitt and wife, Helen Hitt, 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 said real estate to said Kenneth Hitt and wife, Helen Hitt, 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 in hand paid, we, the said Kenneth Hitt and wife, Helen Hitt,

do hereby transfer and convey unto J. C. Garrett, 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 Kenneth Hitt and wife, Helen Hitt, 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 $ 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 interst 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 Kenneth Hitt and wife, Helen Hitt, 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 trust 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 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 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 us, our 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 J. C. Garrett, Trustee, shall be vested in said successor.

IN WITNESS WHEREOF, we, the said Annie Laura Owens and husband, Paul Owens and Kenneth Hitt and wife, Helen Hitt hereunto set our hands at Goodlettsville, Tennessee, this the 12th day of Sept., 1963

Annie Laura Owens
Annie Laura Owens

Paul Owens
Paul Owens

Kenneth Hitt
Kenneth Hitt

Helen Hitt
Helen Hitt

STATE OF TENNESSEE
Davidson County

Personally appeared before me, M. A. Draper, a Notary Public in and for said County and State, the within named Annie Laura Owens and husband, Paul Owens; Kenneth Hitt and wife, Helen Hitt

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 Goodlettsville, Tenn., Tennessee, this 12th day of Sept., 1963

M. A. Draper, Notary Public.

Commission Expires 7-24-65.

STATE OF _____

_____ **County.**

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the 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_____

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STATE TAX $ [illegible]
PROBATE 50
TOTAL $ [illegible]

DEC 1 0 1954

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM

ANNIE LAURA OWENS AND HUSBAND, PAUL OWENS

TO

KENNETH HILT AND WIFE, [illegible]

The Guaranty Title Co.
Titles Guaranteed

Abstracts of Titles

225 Third Ave., North
NASHVILLE, TENN.

62212

FELIX Z. [illegible] REGISTER

DEC 16 [illegible]
110 585
RECORDED 2.50
DEP. REG. [illegible]

FORM 104 [illegible]