Original tax statement to Carl Davenport 316 Harrington and Madison)

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Map 9 P/o Par. 38

INSTALLMENT DEED

For and in Consideration of the sum of ----------

Two Thousand One Hundred and No/100 ----------($2,100.00)---------- Dollars,

of which Six Hundred and No/100 ----------($600.00)---------- Dollars,

has been paid in cash by Carl R. Davenport and wife, Elizabeth Davenport

the receipt of which is hereby acknowledged, and for the remainder ----------

One Thousand Five Hundred and No/100 ----------($1,500.00)---------- Dollars,

the said Carl R. Davenport and wife, Elizabeth Davenport ha ve executed their one note of even date herewith in the original principal amount of $1,500.00, payable to the order of G. Howard Wilkinson, unmarried, in 72 monthly installments of $24.86 each, the first installment being due and payable on the ____ day of _____, 19 ___, and thereafter a like amount on the ____ day of each succeeding month thereafter and the remaining balance of said principal sum of the ____ day of _____, 19 ___. Said payments to be applied, first to payment of interest at the rate of 6% per annum, on the principal sum or so much as shall from time to time remain unpaid, the balance to be applied to the payment of the principal sum, until the entire amount, both principal and interest has been paid in full.

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, I, G. Howard Wilkinson, unmarried

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have this day bargained and sold, and do hereby transfer and convey unto the said Carl R. Davenport and wife, Elizabeth Davenport, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in the 14th Civil District of Davidson County, Tennessee, described according to a copy of a survey made by C. J. Carney, Surveyor, dated November 12, 1964, as follows:

Beginning at a point in the center of Strawberry Hill Road at the southwest corner of the property conveyed by G. Howard Wilkinson to Frank V. Hampton and wife, by deed of record in Book 3617, page 563, Register's Office for said County; thence with Hampton's westerly line, North 28° 30' West, 876 feet to a point in the center of Spring Branch; thence with said Branch, South 81° 10' West, 134.2 feet and South 68° West, 92.8 feet to a point in said Branch; thence South 34° East, 117.8 feet to a pipe; thence South 15° East, 758 feet to a point in the center of Strawberry Hill Road; thence with said road the following courses and distances: South 89° 28' East, 100 feet; North 78° 35' East, 100 feet; and North 60° 20' East, 200.4 feet to the point of beginning, containing 6 acres, more or less.

Being part of the property title to which was vested in G. Howard Wilkinson, as an heir-at-law of T. J. Wilkinson, deceased, and by deed from T. J. Wilkinson, Jr., et al, of record in Book 2031, page 628, Register's Office for said County.

The said grantees agree that they will, upon request, grant an easement for the widening or relocation of Strawberry Hill Road.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Carl R. Davenport and wife, Elizabeth Davenport heirs and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said Carl R. Davenport and wife, Elizabeth Davenport, 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 Carl R. Davenport and wife, Elizabeth Davenport

do hereby transfer and convey unto Jno. B. Cobb, Jr., 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 Carl R. Davenport and wife, Elizabeth Davenport 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 $ insurable value 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 Carl R. Davenport and wife, Elizabeth Davenport 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 Carl R. Davenport and wife, Elizabeth Davenport 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 JNO. B. Cobb, Jr., Trustee, shall be vested in said successor.

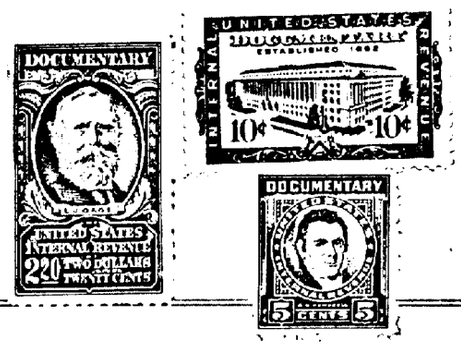
Said Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said G. Howard Wilkinson, unmarried and Carl R. Davenport and wife, Elizabeth Davenport hereunto set our hands at Nashville, Tennessee, this the 7th day of ~~Dec~~ Jan. 1965

G Howard Wilkinson

Carl R. Davenport

Elizabeth Davenport



STATE OF TENNESSEE
Davidson County

Personally appeared before me, Annie E. Reeves, a Notary Public in and for said County and State, the within named G. Howard Wilkinson, unmarried and Carl R. Davenport and wife, Elizabeth Davenport

the 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 White's Creek ~~Nashville~~ Tennessee, this 7th day of January, 1965

Annie E. Reeves, Notary Public.

Commission Expires July 28, 1968

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 _____

STATE OF TENNESSEE
Davidson County

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____ with whom I am personally acquainted and who upon (his oath / their several oaths) acknowledged (himself / themselves) to be the _____ and _____ respectively of the _____ the within named bargainor, a corporation, and that (he / they) as such _____ and _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said _____ as such _____, and attesting the same by the said _____ as such _____

Witness my hand and official seal at office at _____ on this the _____ day of _____, 19____.

My commission expires _____

_____
Notary Public

INSTALLMENT DEED

FROM

G. Howard Wilkinson, unmarried

TO

Carl R. Davenport and wife,

Elizabeth Davenport

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

8448

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

JAN 8 2 16 PM '65

NOTE: BOOK 110 PAGE 687
RECORDING FEE $ 2.50
DEP. REG. _____

STATE TAX $ 3.15
PROBATE 50
TOTAL $ 3.65

JAN 8 1965

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

PAID JAN 8 - 1965

C1

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