ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBER
Robert A. McDowell (NAME:)	Same (NAME:)	MAP — 122
718 Mursfreeboro Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	PAR — 130
Nashville, Tennessee (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	14D 23940 ew

Installment Deed

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FOR AND IN CONSIDERATION of the sum of ----------($55,000.00)----------

Fifty Five Thousand and No/100---------- *Dollars,*

of which ----------($15,000.00)----------

Fifteen Thousand and No/100---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder ----------($40,000.00)-------

-------Forty Thousand and No/100---------- *Dollars,*

Robert A. McDowell, 50% undivided interest; J. Olin White, 20% undivided interest; Leonard W. Yokley, 10% undivided interest; Marvin J. Terrell, 10% undivided interest; and J. Campbell Jenkins, 10% undivided interest; *have executed*

their promissory note, payable to the order of Evelyn King Lamb and husband, Thomas B. Lamb, as follows:-The First Installment of $8,000 payable on the 24th day of March, 1966, and installment of $8,000 on the 24th day of March, 1967, 1968, 1969 and 1970, together with interest on the unpaid balance on each installment date at the rate of 5% per annum; provided, the Grantees may pay the principal or any part thereof before due date or dates without penalty on unearned interest.

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, Evelyn King Lamb and husband, Thomas B. Lamb,

have this day bargained and sold, and do hereby transfer and convey unto the said Robert A. McDowell, J. Olin White, Leonard W. Yokley, Marvin J. Terrell, and J. Campbell Jenkins, their *(successors), heirs and assigns,*

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

A tract of land in the 14th, formerly the 24th, Civil District of Davidson County, Tennessee, described as follows:
Beginning at a point in the center of Springfield Road, said point being the northwest corner of the second tract of land conveyed to A.L.England and wife, by deed from C. S. Crutcher and wife, of record in Book 741, page 536, Register's Office for said County; thence with the center of said Road, north 18 1/2° west 66.04 poles to a point in the center of said Road; thence north 17° west 25.86 poles; thence north 18 1/4° west 21.36 poles; thence north 19 3/4° west 11.24 poles to a point in the center of said Road opposite a cedar pointer; thence at right angles to said Road, north 70 1/4° east 31.45 poles to a stone 3 3/4 feet north of a gum pointer; thence north 2 1/2° east 24.6 poles to a stake 2 feet southeast from a double maple pointer in Mrs. M. Frye's line; thence with her line, south 88 1/2° east 37.5 poles to a stake and pointers in Barrow's line, it being Frye's southeast corner; thence with said Barrow's line, south 2 1/2° west passing said Barrow's southwest corner, a stone at 66.8 poles, in all 143.14 poles to the northeast corner of said England's property; thence with England's northerly line, south 71 1/2° west 23.88 poles to the beginning, containing 41.04 acres, more or less.

Being the same real property conveyed to Thomas B. Lamb and wife, Evelyn King Lamb, by deed from Sara Demontbreun Millikin, of record in Book 1264, page 18, Register's Office for said County, the said Thomas B. Lamb, having subsequently conveyed his interest to Evelyn King Lamb, by deed of record in Book 1854, page 107, said Register's Office.

It is understood and agreed, however, that in the event the Grantees should sell any portion of the property herein described, the Grantors will release all liens against said portion of the property so sold upon the Grantees paying a sum equal to $2,000 per acre for such land sold by the Grantees and said payment or payments so made shall be applied and credited against the last installment or installments then unpaid.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Robert A. McDowell, J. Olin White, Leonard W. Yokley, Marvin J. Terrell and J. Campbell Jenkins, *(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.*

This is unimproved ( ) improved (X) property, known as Highway 431 (House Number) (Street) P. O. Address: Joelton, Tennessee (City or Town) (Postal Zone)

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Robert A. McDowell, J. Olin White, Leonard W. Yokley, Marvin J. Terrell and J. Campbell Jenkins *(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 Robert A. McDowell, J. Olin White, Leonard Yokley, Marvin J. Terrell and J. Campbell Jenkins, *hereinafter referred to as trustors, hereby transfer and convey unto* Leon Ruben, *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.

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 26 *day of* March, *19* 65

Thomas B Lamb

Evelyn King Lamb

Robert A. McDowell

Marvin J. Terrell

Leonard W. Yokley

J. Colin White

RECORDER'S MEMO: Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Charles R. Honeycutt, *a Notary Public in and for said County and State,* Robert A. McDowell, Marvin J. Terrell, Leonard W. Yokley and J. Campbell Jenkins

*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* 26th *day of* March, *19* 65.

Charles R. Honeycutt
Notary Public

CHARLES R. HONEYCUTT NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Commission expires April 17, 1967

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STATE OF Tennessee }
COUNTY OF Davidson }

Personally appeared before me, Charles R. Honeycutt, *a Notary Public in and for said County and State,* Thomas B. Lamb and Evelyn King Lamb, *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* 26th *day of* March, *19*65.

Charles R. Honeycutt *Notary Public*

Commission expires April 17, 1967

STATE TAX $ 1.82.50
PROBATE .50
TOTAL $ 83.00

MAR 30 1965

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

PAID MAR 30 1965

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 corporatoin by* ..... *self as* .....

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

..... *Notary Public*

Commission expires .....

State of Tennessee)

County of Davidson)

Personally appeared before me, Ruth Smith, a Notary Public in and for said County and State, Olin White, the within named bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 26th day of March, 1965.

Ruth Smith
Notary Public

My Commission Expires My Commission Expires Nov. 2, 1965

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

Mail To Tenn Real Estate Co.

396 Murfreesboro Rd

INSTALLMENT DEED

FROM

Evelyn King Lamb and husband, Thomas B. Lamb

TO

Robert A. McDowell, J. Olin White, Leonard W. Yokley, Marvin J. Terrell and J. Campbell Jenkins

74505

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

MAR 30 10 28 AM '65

NOTE BOOK 111 PAGE 295
RECORDING FEE $ 3.00
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