Address New Ownersland Send Tax Notices to:

Mr, & Mrs. James H. ROberson
1600 Tammany Drive
Nashville, Tennessee

Tax Parcel No.

Map No. 11
Par. 11 n.o.

Installment Deed

BOOK 3899 PAGE 938

FOR AND IN CONSIDERATION of the sum of $15,200.00 —— Fifteen Thousand Two Hundred and No/100 —— *Dollars,*

of which —— $1,700.00 —— One Thousand Seven Hundred and No/100 —— *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder —— $13,500.00 —— Thirteen Thousand Five Hundred and No/100 —— *Dollars,*

JAMES H. ROBERSON and Wife GENEVA R. ROBERSON *ha* ve *executed*

their one joint note of even date herewith, payable to the Grantors herein in monthly installments of $149.88 including interest at 6%, with first payment due July 7, 1965

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

W. E. PAGE and Wife ELBA C. PAGE

have this day bargained and sold, and do hereby transfer and convey unto the said

JAMES H. ROBERSON and Wife GENEVA R. ROBERSON

their *(successors), heirs and assigns,*

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

Certain tracts or parcels of land located in the 10th Civil District of Davidson County, Tennessee, on the north side of Greer,Road, and being Tracts Nos. A-1, A-2, A-3 and A-4, as shown by a survey of the A. F. Greer property, by Hickerson & Smith Engineering Co., dated October 20, 1964, a plat of which is of record in the County Court Clerk's Office for Davidson County, Tennessee.

Beginning at a point located in the center of Greer Road 728 feet northeasterly from the inetersection of Greer Road with Ivy Point Road; thence North 00 deg. 15' East 1635 feet to a point in the line where said property joins the Willard Greer property, 200 feet from a pin oak in an old fence line, this being the corner of the A. F. Greer property; thence North 89 deg. 30' East 180 feet to a walnut tree; thence South 60 deg. 40' East 478 feet to a point in fence row; thence South 54 deg. 25' East 100 feet to a point in fence row; thence South 33 deg. 25' East 85 feet to a point in fence row; thence South 20 deg. East 75 feet to a point in fence row; thence South 00 deg. 30' East, following an old established fence line 720 feet to the center of Greer Road; thence following the center of Greer Road South 59 deg. 05' West 462 feet to a point in the center of Greer Road; thence South 52 deg. 00' West 233 feet to a point in the center of Greer Road; thence South 54 deg. 30' West 220 feet to the point of beginning, and containing 25.6 acres, more or less.

Being the same property conveyed to W.E. Page and wife, Elba C. Page, by deed from R. E. Worrall, County Court Clerk, as of record in Book 3896, page 417, Register's Office for said County.

This is unimproved property on the northerly side of Greer Road, about ½ mile north of Ivy Point Road.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto, belonging, to the said JAMES H. ROBERSON and Wife GENEVA R. ROBERSON, their *(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.,* except for 1965 taxes which will be paid by the Grantees.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* JAMES H. ROBERSON and Wife GENEVA R. ROBERSON, their *(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 JAMES H. ROBERSON and Wife GENEVA R. ROBERSON *hereinafter referred to as trustors, hereby transfer and convey unto* L. KENNETH JOHNSON, *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 $XXXXX, *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 7th *day of* June, 19 65.

W. E. Page

Elba C. Page

James H. Roberson

Geneva R. Roberson

STATE OF TENNESSEE)
COUNTY OF Davidson)

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* W. E. PAGE, ELBA C. PAGE, JAMES H. ROBERSON AND GENEVA R. ROBERSON *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 Goodlettsville, Tennessee *this* 7th *day of* June, 19 65.

Matt N. Thomson
Notary Public

MATT N. THOMSON NOTARY PUBLIC DAVIDSON COUNTY, TENN. AT LARGE

Commission expires July 31, 1968

STATE OF _____

COUNTY OF _____

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

the within named 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

COUNTY OF_____

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*_____

STATE TAX $ 22.50
PROBATE .50
TOTAL $ 23.30

JUN 9 1965

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

PAID JUN 9 - 1965
CT

INSTALLMENT DEED

FROM W. E. PAGE, et ux

TO JAMES H. ROBERSON, et ux

84078

FELIX T. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

JUN 9 9 53 AM '65

NOTE BOOK 111 PAGE 729
RECORDING FEE $ 2.50
DEP. REG. _____

$5,200.00

MAIL - THOMSON REALTY CO.
GOODLETTSVILLE, TENN.