This instrument was prepared by Ervin M. Entrekin, Attorney
Firm of WARFIELD & ENTREKIN, Attorneys, American Trust Bldg., Nashville, Tenn.

Installment Deed

BOOK 3913 PAGE 537

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Hugh Young	Same	MAP. 29
(NAME) Eaton's Creek Rd.	(NAME) BOOK 3954 PAGE 940	PAR 155
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee	(STREET ADDRESS)	14D 14590
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	MS

FOR AND IN CONSIDERATION of the sum of Twenty-Eight Thousand and No/100----- ----------($28,000.00)----------*Dollars,* *of which* Five Thousand, Six Hundred and No/100---------- ----------($5,600.00)----------*Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Twenty-Two Thousand, Four Hundred and No/100----------$22,400.00)----------*Dollars,*

Hugh Young and wife, Virginia Young *have executed*

their NOTE of even date herewith in the principal sum of $22,400.00 payable to the order of Willard E. Dickens and wife Esther M. Dickens, in 180 equal monthly installments of $189.46 each, which installments include both principal and interest at the rate of six (6%) percent per annum.

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, Willard E. Dickens and wife, Esther M. Dickens, *have this day bargained and sold, and do hereby transfer and convey unto the said* Hugh Young and wife, Virginia Young, their, ~~heirs~~ *heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

LAND situated in the 14th Civil District of Davidson County, Tennessee, and located about one mile west of Highway No. 112 (U.S. 41A) on Eaton's Creek Road, described as follows:
BEGINNING in the center of Eaton's Creek Road 30 feet south of the northwest corner of school property, running south 2o west 177 feet to an iron pin, being the southwest corner of school lot; thence south 8o 00' east 377 feet to an iron pin, this pin being John Vidale's northwest corner - also Casper Aita's southwest corner; thence south 1o 30' west 246 feet to an iron pin in Evans' north boundary line, turning and running north 88o 30' west 255.9 feet with Evans' north line to an iron pin, this pin being Evans' north west corner; thence south 1o 30' west 300 feet to an iron pin in Dugger's north boundary line; thence north 87o west with Dugger's north boundary line 815.5 feet to an iron pin on the side of the hill, this point being Massey's southeast corner; thence north 3o east 634 feet to a spike this point being Zimmerle's southwest corner; thence north 87o east 150 feet to an iron pin, this pin being Zimmerle's southeast corner; thence north 3o east 290 feet to a spike in the center of Eaton's Creek Road; thence south 87o east 309 feet to the P. C. of curve; thence with the center of Road north 87o 35' east 100 feet north 82o 10' east 100 feet, north 76o 45' east 100 feet, north 71o 20' east 100feet, north 65o 55' east 100 feet, north 60o 30' 100 feet to the beginning, containing 21.04 acres, more or less, located about one mile west of Highway 112.

INCLUDING but excluding therefrom a tract of land conveyed to Metropolitan Government of Nashville & Davidson County, Tennessee, by deed from Willard E. Dickens and wife, of record in Book 3895, page 136, Register's Office for said county, described as follows:

BEGINNING at a point in the center of the Eaton's Creek Road; thence leaving the center of Eaton's Creek Road south 8o 29' west and continuing along the property line between the Dickens and the Metropolitan Board of Education 179.15 feet to a common corner of Dickens, Aita and the Board of Education; thence south 6o 43' east along the property line of Dickens and Aita 377.15 feet to a 12" post; thence south 3o 17' west along the property line of Dickens and Vidale, 247.19 feet to a concrete monument; thence north 86o 22' west along the property line of Dickens and Barfield 179 feet to a concrete monument; thence north 1o 34' west 693.16 feet to the center line of Eaton's Creek Road; thence northeasterly along the center of Eaton's Creek Road with a curve having a radius of 819.02 feet, 215.85 feet to the point of beginning, and containing 3.11 acres, more or less, according to a survey made by William Collier Parrish, dated October 12, 1964.

BEING part of the real property conveyed to Willard E. Dickens and wife, Esther M. Dickens, by deed from Casper S. Aita and wife, dated November 25, 1955, and recorded in Book 2487, page 136, Register's Office for said County.

CONVEYANCE of this property is made subject to an easement for right-of-way for telephone lines granted Southern Bell Telephone and Telegraph Company, of record in Book 756, page 139, said Register's Office.

TRACT 2:

LAND in the 14th Civil District of Davidson County, Tennessee, being about one mile west of Highway No. 112, near Eaton's Creek Road as follows:

BEGINNING at corner of Massey-Dickens and the property herein conveyed; thence south 3 degrees west 462 feet to an iron pin; thence north 89 degrees east 382 feet; thence north 3 degrees 30' east 434.9 feet; thence north 87 degrees west 381.8 feet to the point of beginning, containing 3.95 acres, according to a survey of C. J. Carney, Surveyor, dated April 18, 1958.

Being the same real property conveyed to Willard Dickens and wife, Esther Dickens, by deed from Gus Aita and wife, of record in book 2804, page 399, said Register's Office.

This is { unimproved / improved } property, known as ..... (House Number) ..... (Street) ..... Nashville, Tennessee (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 Hugh Young and wife, Virginia Young, 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* Hugh Young and wife, Virginia Young, 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 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 each, receipt of which is acknowledged, the said Hugh Young and wife, Virginia Young, ... *hereinafter referred to as trustors, hereby transfer and convey unto* Ervin M. Entrekin, *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 14th *day of* July, *19*65.

Willard E. Dickens
WILLARD E. DICKENS

Esther M. Dickens
ESTHER M. DICKENS

Hugh Young
HUGH YOUNG

Virginia Young
VIRGINIA YOUNG

Virginia

D 928

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Richard D. Sweeney, *a Notary Public in and for said County and State,* Willard E. Dickens and wife, Esther M. Dickens, and Hugh Young and wife, Virginia Young

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* 14th *day of* July, 1965.

RICHARD D. SWEENEY NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Notary Public

Commission expires July 22, 1969

Re-Record

BOOK 3954 PAGE 943

BOOK 3913 PAGE 540

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Richard D. Sweeney, *a Notary Public in and for said County and State,* Hugh Young and wife, Virginia Young, *the within named 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 Nashville, Tennessee *this* 14th *day of* July, 1965.

Commission expires July 22, 1967 *Notary Public*

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.....

Re-record

05121

STATE TAX $ 1.25
PROBATE 50
TOTAL $ 1.75

JUL 19 1965

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

PAID JUL 19 1965

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

Nov 5 10 07 AM '65

NOTED BOOK 112 PAGE 190
RECORDING FEE $ 2.50
DEP. REG.

INSTALLMENT DEED

FROM

Willard E. Dickens and wife,

Esther M. Dickens

TO

Hugh Young and wife,

Virginia Young

89287

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

JUL 19 2 45 PM '65

NOTED BOOK 112 PAGE 70
RECORDING FEE $ 2.50
DEP. REG.

Compliments of

Guaranty Title Company

A Division of

Kansas City Title Insurance Company

American Trust Building

S. W. Cor. Third & Union

NASHVILLE, TENNESSEE