Neil Wilburn
210-Hudson Ave
Madison Tenn.

Tax bill same address —

Map 63
Par. 49

INSTALLMENT DEED

BOOK 3993 PAGE 756

For and in Consideration of the sum of NINETEEN THOUSAND FIVE HUNDRED AND NO/100 ($19,500.00)---------- Dollars, of which FIVE HUNDRED AND NO/100 ($500.00) ---------- Dollars, has been paid in cash by ROBERT NEIL WILBURN AND WIFE, BETTY B. WILBURN the receipt of which is hereby acknowledged, and for the remainder OF NINETEEN THOUSAND ($19,000.00) ---------- Dollars, the said ROBERT NEIL WILBURN AND WIFE, BETTY B. WILBURN ha VE ASSUMED A MORTGAGE OF RECORD IN BOOK _____, PAGE _____, R.O.D.C., AND HAVE EXECUTED A VENDORS LIEN NOTE IN THE AMOUNT OF $11,293.04, PAYABLE TO THE ORDER OF GEORGE G. STROMATT ON OR BEFORE JANUARY 28, 1976, BEARING INTEREST AT 6% PER ANNUM FROM DATE.

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, GEORGE G. STROMATT AND WIFE, KATE V. STROMATT

have this day bargained and sold, and do hereby transfer and convey unto the said ROBERT NEIL WILBURN AND WIFE, BETTY B. WILBURN, THEIR heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND IN THE 11TH CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, DESCRIBED ACCORDING TO A SURVEY MADE BY H. GEE, SURVEYOR, DATED NOVEMBER 18, 1961, AS FOLLOWS:

BEGINNING AT A POINT THE CENTER OF HUDSON LANE, SAID POINT BEING THE NORTHEAST CORNER OF THE PROPERTY CONVEYED TO J. E. BOWEN AND WIFE, AS RECORDED IN BOOK 2447, PAGE 58, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, AND ALSO BEING THE NORTHEAST CORNER OF THE PROPERTY HEREIN DESCRIBED; THENCE ALONG THE CENTER LINE OF WINDSOR LANE, SOUTH 29 DEGREES 30 MINUTES EAST 87 FEET TO A POINT; THENCE CONTINUING ALONG THE CENTER OF SAID LANE SOUTH 28 DEGREES 00 MINUTES EAST 156.0 FEET TO A POINT, SAID POINT BEING THE NORTHEAST CORNER OF THE LAND CONVEYED TO ISHMAEL T. COMBS AND WIFE, EVELYN COMBS, BY AN INSTRUMENT OF RECORD IN BOOK 3648, PAGE 32, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE PROPERTY HEREIN DESCRIBED; THENCE ALONG THE SAID ISHMAEL T. COMBS AND WIFE, EVELYN COMBS, NORTHERLY LINE, SOUTH 64 DEGREES 10 MINUTES WEST, 919.3 FEET TO AN IRON PIN, SAID POINT BEING THE SOUTHWEST CORNER OF THE SAID ISHMAEL COMBS LANDS, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE LAND HEREIN DESCRIBED; THENCE NORTH 30 DEGREES 25 MINUTES WEST 240.9 FEET TO AN IRON PIN IN A FENCE ROW; SAID POINT BEING THE NORTHWEST CORNER OF THE LANDS HEREIN DESCRIBED; THENCE ALONG SAID FENCE NORTH 64 DEGREES 00 MINUTES EAST 927.0 FEET TO A POINT IN THE CENTER OF HUDSON LANE, THE POINT OF BEGINNING.

This instrument was prepared by
GRISSIM AND SHORT, Attorneys
Court Square Building
Nashville, Tennessee

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said ROBERT NEIL WILBURN AND WIFE, BETTY B. WILBURN 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 ROBERT NEIL WILBURN AND WIFE, BETTY B. WILBURN, 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 ROBERT NEIL WILBURN AND WIFE, BETTY B. WILBURN do hereby transfer and convey unto CHARLES A. YANCEY, 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 ROBERT NEIL WILBURN AND WIFE, BETTY B. WILBURN 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 $15,000.00 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 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 ROBERT NEIL WILBURN AND WIFE, BETTY B. WILBURN 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 ROBERT NEIL WILBURN AND WIFE, BETTY B. WILBURN 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 CHARLES A. YANCEY, 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 GEORGE G. STROMATT AND WIFE, KATE V. STROMATT and ROBERT NEIL WILBURN AND BETTY B. WILBURN hereunto set our hands at NASHVILLE, Tennessee, this the 28 day of JAN. 1966

Geo G Stromatt

Kat. V. Stromatt

Robert Neil Wilburn

Betty B Wilburn

STATE OF TENNESSEE
Davidson County

Personally appeared before me Elizabeth R Yancey a Notary Public in and for said County and State, the within named GEORGE G. STROMATT, KATE V. STROMATT, ROBERT NEIL WILBURN AND BETTY B. WILBURN

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 NASHVILLE Tennessee, this 28 day of JANUARY, 1966

Commission Expires July 29, 1968

Elizabeth R. Yancey, Notary Public

ELIZABETH R. YANCEY NOTARY PUBLIC DAVIDSON CO.

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

YANCEY REALTY CO. FILE

INSTALLMENT DEED

FROM

GEORGE G. STROHATT AND WIFE,

KATE V. STROHATT

TO

ROBERT NEIL WILBURN AND WIFE,

BETTY B. WILBURN

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

STATE TAX $ 22.25
PROBATE 50
TOTAL $ 22.75

MAR 4 1966

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

RECD MAR 4 1966

19566

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN.

MAR 4 12 03 PM '66

NOTED: BOOK 3993 PAGE 759
RECORDING FEE $ 2.50
DEP. REG. 1.50