This instrument was prepared by ERVIN M. ENTREKIN, Attorney. Law firm of Warfield & Entrekin, American Trust Bldg., Nashville

Installment Deed

BOOK 3999 PAGE 576

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
J. B. Arlt, Jr., et al	J. B. Arlt, Jr., et al	Map 144
(NAME:)	(NAME:)	Par 5
Hillsboro Road	913 Neartop Drive	
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	EH
Nashville, Tennessee	Nashville Tennessee	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	05

FOR AND IN CONSIDERATION of the sum of TWENTY-FIVE THOUSAND and NO/100------ ----------($25,000.00)---------- *Dollars,* *of which* FIVE THOUSAND and NO/100---------- ----------($5,000.00)---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* TWENTY THOUSAND and NO/100---- ----------($20,000.00)---------- *Dollars,*

J. B. Arlt, Jr. and Gentry Hale *have executed* their note of even date herewith in the principal amount of Twenty Thousand ($20,000.00) Dollars, together with interest on the unpaid balance of the principal at the rate of six (6%) percent per annum, due and payable as follows: Interest from date hereof to and including the last day of March, 1966, and thereafter on the first day of May, 1966, the sum of $243.33, and thereafter a like amount on the first day of each successive month for seven (7) consecutive months and thereafter on the first day of January, 1967, the sum of $10,243.33, and thereafter on the first day of February, 1967, the sum of $193.33, and thereafter a like amount on the first day of each successive month for fifty (50) consecutive months, with final payment on April 1, 1971.

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,

Timothy Charles Martin and wife, Maxine Martin,

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

J. B. Arlt, Jr. and Gentry Hale, their

[redacted], *heirs and assigns,*

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

Land in the Seventh Civil District of Davidson County, Tennessee, and being within the corporate limits of the City of Forest Hills, and described from a copy of a survey by Turner Engineering Company, dated March 3, 1966, as follows:

BEGINNING at a point in the northwesterly margin of Hillsboro Road at a concrete monument at the southeasterly corner of Lot No. 2, on the Plan of Chickering Valley Subdivision, as of record in Book 2331, pages 121 -123, Register's Office for said County, the northeast corner of the subject tract; thence with said margin of said Hillsboro Road, south 30° 11' west 168.6 feet to an iron pin in a fence row, the southeasterly corner of the subject tract; thence with said fence line, north 70° 20' west 1501.3 feet to an iron pin, the southwest corner of the subject tract and the southeast corner of Tract No. 1 as contained in the deed from Timothy C. Martin, et al, to J. B. Arlt, Jr. and Gentry Hale, as of record in Book 3966, page 604, said Register's Office; thence with the easterly line of said Arlt and Hale property, north 30° 11' east 433.9 feet to an iron pin in the southerly line of said Chickering Valley Subdivision, the northeast corner of said Arlt and Hale property and the northwesterly corner of the subject tract; thence with the southerly line of said Chickering Valley Subdivision, south 59° 58' east 955.7 feet to an iron pin in concrete; thence south 60° 30' east 521.1 feet to the point of beginning, containing 9.8 acres, more or less.

BEING the same property devised to Timothy Charles Martin, as devisee under the will of Alice D. Martin, deceased, of record in Will Book 59, page 378, County Court Clerk's Office for Davidson County, Tennessee.

unimproved (X)
This is improved ( ) property, known as ..... (House Number) (Street) 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 J. B. Arlt, Jr. and Gentry Hale, their (successors), *heirs and assigns forever.* We do *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 current taxes. Maxine Martin joins herein only for the purpose of conveying and warranting whatever right, title and interest she may have as wife of Timothy C. Martin, including homestead and dower.

We do *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* J. B. Arlt, Jr. and Gentry Hale, 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 J. B. Arlt, Jr. and Gentry Hale *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 22 *day of* March, *19*66.

Timothy Charles Martin
TIMOTHY CHARLES MARTIN
Maxine Martin
MAXINE MARTIN

J. B. Arlt, Jr.
J. B. ARLT, JR.
Gentry Hale
GENTRY HALE

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, [signature], *a Notary Public in and for said County and State,* Timothy Charles Martin and wife, Maxine Martin, and J. B. Arlt Jr. and Gentry Hale

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* 22 *day of* March, *1966.*

[signature] *Notary Public*

Commission expires [illegible]

NOTARY PUBLIC DAVIDSON COUNTY

STATE OF TENNESSEE }

COUNTY OF DAVIDSON }

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Personally appeared before me, ..., *a Notary Public in and for said County and State,* J. B. Arlt, Jr. and Gentry Hale .....

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* .....*day of* March, *19* 66

.....*Notary Public*

Commission expires .....

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 .....

File Instrd Mtg Book

INSTALLMENT DEED

FROM

TIMOTHY CHARLES MARTIN and wife, MAXINE MARTIN

TO

J. B. ARLT, JR. and GENTRY HALE

21911

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

MAR 24 11 03 AM '66

NOTED: BOOK 113 PAGE 203
RECORDING FEE $ 2.50
DEP. REG. .....

STATE TAX $ 37.50
PROBATE 50
TOTAL $ 38.00

MAR 24 1966

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY

PAID MAR 24 1966

Compliments of