BOOK 4000 PAGE 536

Mail tax statement to:
Samuel L. Johnson
2008 Beech Ave.
Nashville, Tennessee

INSTALLMENT DEED

Map 104-08
Par. 241
22W MS

For and in consideration of the sum of Nineteen hundred-five ($1,905.41) dollars and forty-one cents of which Six hundred-fifty-five ($655.41) dollars and forty-one cents as been paid in cash by the grantees hereinafter named the receipt of which is hereby acknowledged, and for the remainder Twelve hundred-fifty ($1,250.00) dollars, the said Samuel L. Johnson and wife, Alice S. Johnson have this day executed their note payable to Don Q. Pullen and wife, Wilma Pullen in equal monthly installments of $38.03. The first installment payment shall be due and payable on April 24, 1966, and a similar payment of $38.03 on the same day of each successive month thereafter until the balance is paid in full. Said installment payments shall include interest at the rate of 6% per annum. All of the said notes bearing 6% interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed. The said Don Q. Pullen and wife, Wilma Pullen, ~~has~~ have this day bargained and sold, and do hereby and convey unto the said Samuel L. Johnson and wife, Alice S. Johnson, their heirs and assigns, and in further consideration of the said grantees assuming an indebtness of Six thousand eight hundred forty-four ($6,844.39) dollars and thirty-nine cents owed by the said grantors to the First Federal savings & Loan Association of Nashville, and for other good and valuable considerations, the grantors convey the following real estate in Davidson County, Tennessee, as follows:



Land in Davidson County, Tennessee, being Lot No.29 on the Plan of O. B. Haynes' Large Lots, called "Rokeby", as of record in Book 21, page 87, Register's Office for said county, described as follows:
Beginning at a point in the westerly margin of Villa Place, 385 feet south of the south

STATE TAX $ 13.13
PROBATE $ 13.63
TOTAL
MAR 28 1966

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID MAR 28 1966

margin of Edgehill Avenue, being the southeast corner of the property conveyed to White Way Laundry Company, by deed from Vanderbilt University, as of record in Book 1079, page 435, said Register's Office, thence with said Company's southerly line, westerly 150 feet to the easterly margin of an alley; thence with the margin of said alley, southerly 50 feet to a point; thence with right angles, easterly 150 feet to the westerly margin of Villa Place; thence with the margin of the same, northerly 50 feet to the point of beginning.
Being the same property conveyed to DON Q. PULLEN AND WIFE, WILMA B. PULLEN, by deed from John B. Henry, Trustee, as of record in Book 3765, page 244, said Register's Office.
The said property is improved and known as 1215 Villa Place. Send all tax statements to Samuel L. Johnson, at the aforesaid address.

To have and to hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Samuel L. Johnson and wife, Alice S. Johnson, 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 bid ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Samuel L. Johnson and wife, Alice S. Johnson, 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 us in hand paid, we, the said, Samuel L. Johnson and wife, Alice S. Johnson do hereby transfer and convey unto Mose J. Davie, 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 Samuel L. Johnson and wife, Alice S. Johnson 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 $1905.51, 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 interest 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 we 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 Samuel L. Johnson and wife, Alice S. Johnson 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 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 Samuel L.

Johnson and wife, Alice S. Johnson.

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 Mose J. Davie, 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 Don Q. Pullen and wife, Wilma Pullen and Samuel L. Johnson and wife, Alice S. Johnson hereunto set our hands at Nashville, Tennessee, this the 24th day of March, 1966.

Samuel L. Johnson

Alice S. Johnson

Don Q. Pullen

Wilma Pullen

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, Mose J. Davie, a Notary Public in and for said County and State, the within named Don Q.

Pullen and wife, Wilma Pullen and Samuel L. Johnson and wife, Alice S. Johnson the 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 24 day of March, 1966.

Notary Public

My Commission expires November 5, 1968

This deed was prepared by Mose J. Davie, Attorney, 1026 4th Avenue North, Nashville, Tennessee.

BOOK 4060 PAGE 542

2.20

22286

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

MAR 28 3 51 PM '66

NOTE: BOOK 113 PAGE 720
RECORDING FEE $ 3.75
DEP. REG. ____

MOSE J. DAVIE
Attorney-at-Law
1028 - 4TH AVE., N.
NASHVILLE, TENN.