Address New Owner:
James F. Pollard
Route #2 Goodlettsville
Nashville, Tennessee

Send Tax Notices to:
James F. Pollard
Route #2 Goodlettsville
Nashville, Tennessee

This instrument was prepared by
Jno. B. Cobb, Jr., Attorney at Law
Stahlman Building, Nashville, Tenn.

INSTALLMENT DEED

BOOK 4007 PAGE 310

Map 9
Par. 78

For and in Consideration of the sum of

Three Thousand Five Hundred and No/100 ($3,500.00) Dollars,

of which Five Hundred and No/100 ($500.00) Dollars,

has been paid in cash by James F. Pollard and wife, Jane L. Pollard

the receipt of which is hereby acknowledged, and for the remainder

Three Thousand and No/100 ($3,000.00) Dollars,

the said James F. Pollard and wife, Jane L. Pollard ha ve executed their one note of even date herewith payable to the order of G. Howard Wilkinson in monthly installments of $43.83 each, the first of which is due and payable on the 16th day of May, 1966, and thereafter a like amount on the 16th day of each succeeding month, and the remaining balance of said principal sum on the 16th day of April, 1973. Said payments to be applied first to payment of interest at the rate of 6% per annum, on the principal sum or so much as shall from time to time remain unpaid, and the balance to be applied to the payment of the principal sum, until the entire amount, both principal and interest has been paid in full.

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, I, G. Howard Wilkinson, unmarried

have this day bargained and sold, and do hereby transfer and convey unto the said James F. Pollard and wife, Jane L. Pollard their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in the 14th, formerly the 24th, civil District of Davidson County, Tennessee, described according to a copy of a survey made by C. J. Carney, Surveyor, dated March 16, 1965, as follows:

Beginning at a point in the center of Strawberry Hill Road, said point being the southwesterly corner of the Carl Davenport property; thence along the center line of Strawberry Hill Road, North 81° West, 569 feet to a pipe in Donald Davenport's easterly line, which said point is slightly west of the curving margin of Strawberry Hill Road; thence North 8° East with Donald Davenport's easterly line, 661.4 feet to a point in Spring Branch; thence North 68° East, 227 feet to a point; thence with Carl Davenport's westerly line, South 34° East, 117 feet to a pipe; thence continuing with Carl Davenport's said easterly line, South 15° East, 758 feet to the point of beginning, containing 7.03 acres, more or less.

Being the same property conveyed to G. Howard Wilkinson by deed from Johnnie A. Smith and wife, Vivian L. Smith, of record in Book 3961, page 143, Register's Office for Davidson County, Tennessee.

Buyers agree that within 3 years from the date hereof they will remove the mobile home now on the premises and within that period of time erect a permanent dwelling house costing not less than $10,000.00 and of architectural design which will conform to good taste and improve the neighborhood. Buyers also agree that they will execute an easement for the widening of Strawberry Hill Road.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said James F. Pollard and wife, Jane L. Pollard heirs and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said James F. Pollard and wife, Jane L. Pollard 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 James F. Pollard and wife, Jane L. Pollard

do hereby transfer and convey unto Jno. B. Cobb, Jr., 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 James F. Pollard and wife, Jane L. Pollard 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 $ insurable value 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 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 James F. Pollard and wife, Jane L. Pollard 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 James F. Pollard and wife, Jane L. Pollard 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 Jno. B. Cobb, Jr., 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 G. Howard Wilkinson and James F. Pollard and wife, Jane L. Pollard hereunto set our hands at White's Creek, Tennessee, this the 16th day of April 1966

G. Howard Wilkinson

James F. Pollard

Jane L. Pollard



STATE OF TENNESSEE
Davidson County

Personally appeared before me, Annie E. Reeves, a Notary Public in and for said County and State, the within named G. Howard Wilkinson and James F. Pollard and wife, Jane L. Pollard

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 White's Creek Tennessee, this 16th day of April, 1966

Annie E. Reeves, Notary Public.

Commission Expires July 28, 1967

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 _____

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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

INSTALLMENT DEED

FROM G. Howard Wilkinson

TO James F. Pollard and wife, Jane L. Pollard

Attorneys Title Company
Title Guaranteed
NASHVILLE, TENN.

24852

FELIX Z WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

APR 18 12 23 PM '66

NOTED FOR REC. 113 PAGE 837
RECORDING FEE $ 2.50
DEP. REG. XX

STATE TAX $ 5.50
PROBATE 50
TOTAL $ 6.00

APR 18 1966

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

PAID APR 18 1966