Frank A. Wilk, Jr.
912 Westview Avenue
Nashville 5, Tenn.

BOOK 4026 PAGE 916

Installment Deed

FOR AND IN CONSIDERATION of the sum of One Thousand Six Hundred Five and 00/100 ----------($1,605.00)---------- *Dollars,*

of which Six Hundred Fifty-Five and 00/100 ----------($655.00)---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Nine Hundred Fifty and 00/100 ----------($950.00)---------- *Dollars,*

Frank A. Wilk, Jr. and wife, Alva H. Wilk,

have executed

a certain promissory note of even date herewith in the principal amount of Nine Hundred Fifty Dollars ($950.00) plus interest at the rate of six per cent (6%) per annum, principal and interest payable quarterly, first payment due September 15, 1966,

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, Commerce Union Bank, Trustee under the Will of Thomas J. Tyne, has

~~have~~ *this day bargained and sold, and do hereby transfer and convey unto the said* Frank A. Wilk, Jr. and wife, Alva H. Wilk, their

(successors), heirs and assigns,

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

Land in Davidson County, Tennessee, being lot No. 12 on the Revised Plan of the New Golf Club Subdivision, as of record in Book 421, Page 185, Register's Office for said County.

Said lot No. 12 fronts 88 feet 4 inches on the northerly side of Forsythe Place, and runs back between lines, 188 feet on the easterly line and 157 feet 9 inches on the westerly line, to a dead line on which it measures 83 feet and 4 inches.

Being the same real property conveyed to Commerce Union Bank, Trustee, by deed from Nashville Bank and Trust Company, Trustee, of record in Book 2708, Page 62, said Register's Office.

This Deed is subject to the restrictive covenants contained in deed from Thomas J. Tyne and wife, Jane R. Tyne and the Belle Meade Hillsboro Land Company, to John D. Hutton, et al, of record in Book 653, page 112, Register's Office for Davidson County, Tennessee, dated August 1, 1924.

This instrument was prepared by Charles C. Trabue, Jr., Attorney, 26th Floor Life & Casualty Tower, Nashville, Tennessee.



TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Frank A. Wilk, Jr. and wife, Alva H. Wilk, their *(successors), heirs and assigns forever.* Grantor *covenants that* it is *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 1966 taxes, which are assumed by the Grantees.

Grantor *further covenants and binds* itself, its successors and assigns, *to warrant and forever defend the title to said real estate to said* Frank A. Wilk, Jr. and wife, Alva H. Wilk, 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 Frank A. Wilk, Jr. and wife, Alva H. Wilk, *hereinafter referred to as trustors, hereby transfer and convey unto* C. D. Rippy, *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

by [illegible] these things then said trustee or the lawful owner and holder of said indebtedness may [illegible] at the amounts so paid shall bear 8 percent interest from the date of payment and shall be secured by the lien 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 15th day of June 19 66.

ATTEST:

[illegible]
Trust Officer

COMMERCE UNION BANK, TRUSTEE UNDER THE WILL OF THOMAS J. TYNE

By [illegible]
Sr. Vice President & Trust Officer

Frank A Wilk Jr.

Alva H. Wilk

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Myrtle S. Hines, a Notary Public in and for said County and State, Frank A. Wilk, Jr. and wife, Alva H. Wilk,

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 15th day of June, 1966.

Myrtle S. Hines Notary Public

Commission expires May 3, 1970

STATE OF

COUNTY OF

Personally appeared before me, *a Notary Public in and for said County and State,*

the within named 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)
COUNTY OF DAVIDSON)

Before me, Myrtle S. Hines *, a Notary Public of the State and County aforesaid, personally appeared* C. D. Rippy, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* Senior Vice President and Trust Officer *of the* Commerce Union Bank, *the within named bargainor, a corporation, and that* he *as such* Senior Vice President and Trust Officer, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporatoin by* him *self as* Senior Vice President and Trust Officer.

Witness my hand and seal, at office in Nashville, Tennessee, *this* 15th *day of* June *, 19*66.

Myrtle S. Hines *Notary Public*

Commission expires May 3, 1970

STATE TAX $ 2.41
PROBATE 50
TOTAL $ 2.91
JUN 16 1966
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID JUN 16 [illegible]

INSTALLMENT DEED

FROM
COMMERCE UNION BANK, TRUSTEE
U/W OF THOMAS J. TYNE

TO
FRANK A. WILK, JR. AND WIFE,
ALVA H. WILK

32255

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

JUN 16 11 35 AM '66
NOTED & COMP. 114 PAGE 323
RECORDING FEE $ 3.75
DEP. REG. M

Compliments of
Guaranty Title Company
A Division of
Kansas City Title Insurance Company
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE