This instrument prepared by
S. Ralph Gordon, Attorney
Stahlman Building
Nashville, Tennessee

BOOK 4061 PAGE 338

Map 175
Par. 50

INSTALLMENT DEED

For and in Consideration of the sum of Five Thousand Five Hundred and no/100 ($5,500.00) Dollars, of which One Thousand and no/100 ($1,000.00) Dollars, has been paid in cash by George Anton and Howard W. Anderson the receipt of which is hereby acknowledged, and for the remainder Four Thousand Five Hundred and no/100 ($4,500.00) Dollars, the said George Anton and Howard W. Anderson have

Executed their joint promissory note payable in 15 quarterly installments of Three Hundred and no/100 ($300.00) Dollars each plus interest at the rate of 6% per annum on the unpaid principal. Said payment of principal and interest shall commence on the 20th day of October, 1966, in accordance with a payment schedule attached to said promissory note.

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, J. Willard Alley

has this day bargained and sold, and do hereby transfer and convey unto the said George Anton and Howard W. Anderson, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in the 2nd, formerly the 3rd, Civil District of Davidson County, Tennessee, being Lot. No.10 on the Plan of Cimarron Subdivision, of the Isaac Whitworth Property on the Murfreesboro Road, not of record, described according to a survey made August 27, 1947,by John M. Sullivan, County Surveyor,of Davidson County,Tennessee, as follows:

BEGINNING in the center of Murfreesboro Turnpike at a point 245 feet southwesterly, from southwest corner of F.H.Oden's lot No. 6 on said survey; thence running north 35 deg. 25 minutes east 696 feet to the southeast line of Lot No. 18 on said map; thence with a line between Lot No. 18,17, and 16 south 45 deg. east 389 feet to an iron pin in Oden's southwest line; thence south 335 deg. 25 minutes,west 393.7 to the center of Murfreesboro Turnpike; thence in a northwesterly direction and with the center of Murfreesboro Turnpike 245 feet to the point of beginning.

BEING the same property conveyed to J. Willard Alley by deed from James Hollis Tidwell and wife, Ruth Sanders Tidwell, of record in Book 1912, page 21, Register's Office for Davidson County, Tennessee.

THE SAID J. WILLARD ALLEY elects to claim homestead in other real estate being Lot No. 18 on the Revised and Corrected plan of Thompson and Ring's Subdivision of Edenwold Park, as of record in Book 332, Page 29, Register's Office for Davidson County, Tennessee, which is owned by the said J. Willard Alley and of a valuation of more than $1,000.00 and is unencumbered.

Send the statements to Geo. Anton & Howard W. Anderson
1819 Cimarron Cir.
Nashville, Tenn.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said George Anton and Howard W. Anderson 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 George Anton and Howard W. Anderson, 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 George Anton and Howard W. Anderson

do hereby transfer and convey unto S. Ralph Gordon, 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 George Anton and Howard W. Anderson 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 $4,500.00 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 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 George Anton and Howard W. Anderson 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 George Anton and Howard W. Anderson, their 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 S. Ralph Gordon, 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 Anton and Howard W. Anderson and J. Willard Alley hereunto set our hands at Nashville, Tennessee, this the 26th day of September 1966

George Anton

Howard W Anderson

J. Willard Alley

STATE OF TENNESSEE
Davidson County

Personally appeared before me, undersigned, a Notary Public in and for said County and State, the within named George Anton and Howard W. Anderson

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 20 day of September, 1966

Commission Expires Feb. 16, 1969

R T Pettit Notary Public

STATE OF Tennessee
Davidson County.

Personally appeared before me, undersigned, a Notary Public in and for said County and State, the within named J. Willard Alley

the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville this 20th day of September, 1966

Commission Expires 10-30-67

S. Ralph Gordon Notary Public

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
J. Willard Alley

TO
George Anton and
Howard W. Anderson

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

44931

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

SEP 23 2 49 PM '66

NOTED: BOOK 115 PAGE 49
RECORDING FEE $ 2.75
DEP. REG. 27

STATE TAX $ 2.25
PROBATE
TOTAL $ 2.75

PAID SEP 23 1966
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.