FORM 7068

INSTALLMENT DEED

BOOK 4067 PAGE 681

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mr. David T. Coots	Mr. David T. Coots	Map. 25-9
(NAME:)	(NAME:)	
400 Rosehill Court	400 Rosehill Court	Par. 35-36
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Goodlettsville, Tenn.	Goodlettsville, Tennessee	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	PW

FOR AND IN CONSIDERATION OF the sum of -----forty two thousand five hundred---($42,500.00)---- DOLLARS

of which $ 20,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees

TODO

David T. Coots and wife, Marguerite D. Coots have this day executed their joint promissory note payable to H. A. Swift and wife Margaret Craig Swift in the principal sum of $16,453.10, which said note is payable twelve (12) months from date hereof and bearing interest at the rate of 6% per annum; and in addition, the said David T. Coots and wife, Marguerite D. Coots have this day assumed and agreed to pay a note secured by a deed of trust from H. A. Swift and Margaret Craig Swift to G. F. Cole Trustee of record in Book 3444, page 297 in the Register's Office for Davidson County, Tennessee, payable at the First American National Bank, which said note has a present unpaid balance of $6,000.00 with accrued interest of $46.90, which grantees also agree to pay, which said note bears interest at the rate of 5 3/4 % per annum.

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

H. A. Swift and wife, Margaret Craig Swift

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

David T. Coots and wife, Marguerite D. Coots

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: Land in Davidson County, Tennessee being Lots No. 45 and 46 on the plan of Ranchwood Estates, Section III, Goodlettsville, Tenn., as of record in Book 3300, Page 59 in the Register's Office for said County, described together as follows: BEGINNING on the southerly margin of Rosehill Drive at the corner of Lots No. 44 and 45; thence with said drive westwardly 368.5 feet to a concrete monument at the beginning of a curve; thence around said curve with a radius of 25 feet southwestwardly 39.27 feet to the easterly margin of Rosehill Court; thence with said Court southwardly 219.90 feet to the corner of Lots No. 46 and 47, thence with the line between said two lots northeastwardly 177.56 feet to the corner of Lots No. 45, 46 and 47; thence with the line between Lots No. 45 and 47 south 69° 13' east 191.1 feet to the corner of Lots No. 44 and 45; thence with the line between said two lots northwardly 289.05 feet to the Point of beginning. BEING the same property conveyed to H. A. Swift and wife, Margaret Craig Swift by deed from Hardcastle Developers, Inc. of record in Book 3428, Page 91 in the Register's Office for Davidson County, Tennessee.

Land in Davidson County, Tennessee being Lots No. 47 on the plan of Ranchwood Estates Section III as of record in Book 3300, Page 59 in the Register's Office for Davidson County, Tennessee. Said Lot No. 47 fronts 173.96 feet on the northeasterly side of Rosehill Court and runs back between lines 284.2 feet on the southerly line and 177.56 feet on the northerly line to a dead line in the rear on which it measures 215.8 feet thereon. BEING the same property conveyed to H. A. Swift and wife, Margaret Craig Swift by deed from Byram Halton Gross and wife, Peggy H. Gross of record in Book 3642, page 528 in the Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, known as 400 (House Number) Rosehill Court (Street) Goodlettsville, Tennessee (P. O. Address: City or Town) (Postal Zone)

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, 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. except the mortgage of $6000.00 above referred

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, 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 grantees herein do hereby transfer and convey unto H. H. Chitwood 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 grantees 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 $ 20,000.00 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 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 grantees, 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 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 advise 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 the grantees herein, their heirs, 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the 13th day of October 19 66.

H. A. Swift — David T. Coots
Margaret Craig Swift — Marguerite D. Coots

Prepared by: H. H. Chitwood
934 Stahlman Bldg.
Nashville, Tenn.

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, Carole C. Smith, a Notary Public in and for said County and State, the within named H. A. Swift, Margaret Craig Swift, David T. Coots and Marguerite D. Coots, the 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 this 13th day of October 1966

Commission Expires Dec 13, 1967 — Carole C. Smith, Notary Public.

STATE TAX $ 6375
PROBATE .50
TOTAL $ 64.25

STATE TAX $ 2050
PROBATE .50
TOTAL $ 2100

STATE OF County

Before me, OCT 13 1966, a Notary Public within and for the State and County aforesaid, personally appeared R. E. WORRALL, COUNTY COURT CLERK, DAVIDSON COUNTY, TENN. with whom I am personally acquainted and who upon {his / their} several oath {acknowledged / acknowledged themselves} to be the R. E. WORRALL, COUNTY COURT CLERK, DAVIDSON COUNTY, TENN. and PAID OCT 13 1966 respectively of the PAID OCT 13 1966 the within named bargainor, a corporation, and that {he / they} as such ____, being authorized so to do, executed the foregoing instrument for the purpose 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
H. A. SWIFT AND WIFE
MARGARET CRAIG SWIFT

TO
DAVID T. COOTS AND WIFE
MARGUERITE D. COOTS

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

47428

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

OCT 13 3 29 PM '66
NOTED BOOK 115 PAGE 163
RECORDING FEE $ 2.50
DEP. REG. m