BOOK 4088 PAGE 277

C. H. [illegible] ATTORNEY
320 UNION STREET
NASHVILLE, TENNESSEE 37219

FORM 1003

INSTALLMENT DEED — TENNESSEE TITLE COMPANY

Map 32
Par. 37.00

FOR AND IN CONSIDERATION OF the sum of $10.00 DOLLARS

TEN AND NO/100----------

Cash in hand paid by the Grantees herein and other good and valuable considerations, the receipt of which is hereby acknowledged and the further consideration that the grantees herein assume and agree to pay the remaining unpaid balance of a note dated December 27, 1965, executed by the Grantors herein, payable to Bank of Goodlettsville, for the original amount of $4500.00, with interest at 6% per annum and due six months from date, and secured by a Deed of Trust of record in Book 3973, page 869, Register's Office for Davidson County, Tennessee, and for the remainder the said Grantees herein have executed their one principal note of even date herewith, payable to the Grantors herein, for the sum of $3500.00, payable one year from date, with interest at 6% 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,

we, JAMES E. CHARLTON AND WIFE, MILDRED WILLIS CHARLTON

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

LAWRENCE WAYNE JOHNSON AND WIFE, ELIZABETH JOE ANN JOHNSON

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: Attached.

DESCRIPTION:

A tract of land in the 10th Civil District of Davidson County, Tennessee, described according to a survey made by Z.J. Wilkinson, dated November 6, 1962 and an additional survey dated November 18, 1966, as follows:
BEGINNING at a point in the center of Campbell Road, at the southeast corner of the property conveyed to Nathan Caldwell, by deed of record in Book 2650, page 555, Register's Office for said County; thence with the center of said Road, as follows: South 51° 31' east 20 feet; south 65° east 100 feet; south 79° 45' east 100 feet; north 89° east 120 feet; north 72° east 100 feet; north 57° 45' east 100 feet; north 49° east 100 feet; north 55° 30' east 61 feet to a point, the southwest corner of a 4.8 acre tract shown on said survey; thence leaving said Road and along the westerly boundary of said 4.8 acre tract, north 1° 30' east 403 feet to a stake; thence north 20° west 110.8 feet to a 6 inch elm; thence north 17° east 108.7 feet to an iron pin; the northwest corner of said 4.8 acre tract; thence along its north boundary, south 89° east 373 feet to a point in the westerly boundary of Lot No. 4 on the Plan of the Cole Lands; as of record in Book 58, page 547, Register's Office; thence along the westerly boundary of said Lots, north 1° east, along a fence, 450 feet to a point; continuing with said Fence, north 17° 30' east 270 feet to a point; thence north 37° west 312 feet to a point; thence south 36° 45'west 525 feet to a point; thence south 26° 36' west 1100 feet to a point; thence south 70° 30' west 45.6 feet to a point; thence south 11° 15' west 258 feet to the point of beginning, containing 20.7 acres more or less.
Being part of the property conveyed to James E. Charlton and wife, Mildred Willis Charlton, by deed from Herschel Cooper Goodman and wife, as of record in Book 2542, page 275, said Register's Office.

CONT'D. NEXT PAGE

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This is unimproved property located on Campbell Road, being known as Parcel No. 10-D-31590.

Please mail Tax statements to Mr. L. W. Johnson, 586 Anderson Lane, Madison, Tenn.

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.

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 L. M. Nelson 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 hergafter 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 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 20th day of December 19 66

Lawrence Wayne Johnson — James E. Charlton

Elizabeth Joe Ann Johnson — Mildred Willis Charlton

STATE TAX $ 23.25
PROBATE .50
TOTAL $ 23.75

DEC 21 1966

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

PAID DEC 21 1966

STATE TAX $ 1.50
PROBATE .50
TOTAL $ 2.00

DEC 21 1966

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

PAID DEC 21 1966

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, L. D. Richards, a Notary Public in and for said County and State, the within named bargainor, James E. Charlton and wife, Mildred Willis Charlton; Lawrence Wayne Johnson and wife, Elizabeth Joe Ann Johnson, 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 20th day of December 1966

Commission Expires April 25, 1970

L. D. Richards, Notary Public.

STATE OF _____
_____ 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 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
G-193883 mas

FROM JAMES E. CHARLTON, ET UX

TO LAWRENCE WAYNE JOHNSON, ET UX

REGISTER'S OFFICE
STATE OF TENNESSEE
DAVIDSON COUNTY

Received for record this ____ day of ____ A. D. 19____ at ____ o'clock ____ M., Noted in Book ____ Page ____ Recorded in Book 4088 Page 278

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

Recording Fee $ DEC 22 12 06 PM 66
Recording Fee $ 115 PAGE 517
Rep. Reg. 2.50
By

Dept. Reg. ____ County Register

Published by TENNESSEE TITLE COMPANY

PHOTOGRAPHIC RECORDING