This instrument prepared by: Bailey, Ewing & Dale, Attorneys, 709-19 Nashville Trust Building, Nashville, Tennessee 37201
Address new owner as follows:
Robert J. Marshall, et ux, Alpha B. Marshall, Esterbrook Dr. Nashville, Tenn.

Parcel No 74
Map No. 128-14

INSTALLMENT DEED BOOK 4100 PAGE 524

PW

For and in Consideration of the sum of Three Thousand, Five Hundred ($3.500.00) - Dollars,

of which Three Hundred Fifty (#50.00) - - - - - - - - - - - - - - Dollars,

has been paid in cash by Robert J. Marshall and wife, Alpha B. Marshall,

the receipt of which is hereby acknowledged, and for the remainder Three Thousand, One Hundred Fifty ($3,150.00) - Dollars,

the said Robert J. Marshall and wife, Alpha B. Marshall, have executed their joint and several promissory note of even date herewith, payable to the order of Andrew Ewing, Trustee, payable in sixty (60) equal monthly installments of Sixty and 91/100 ($60.91) Dollars each, beginning March 1, 1967, said installment payments including interest at the rate of six percentum (6%) per annum; and said note providing the right in the makers to make pre-payments in multiples of Fifty ($50.00) Dollars each at anytime,

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, Andrew Ewing, Trustee, has

have this day bargained and sold, and do hereby transfer and convey unto the said Robert J. Marshall and wife, Alpha B. Marshall, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 90 on the Plan of Harpeth Park, Section Two, of record in Book 3700, page 58, Register's Office for Davidson, Tennessee.

Said Lot No. 90 fronts 86.56 feet on the southeasterly side of Esterbrook Drive, and runs back between lines 250.0 feet on the northeasterly side, and 228.74 feet on the southwesterly side, to a broken line in the rear on which it measures 112.54 feet and 25.38 feet.

Being part of the property conveyed to Andrew Ewing, Trustee, by deed from G. E. Horn, et ux, Annie Frost Horn, of record in Book 3796, page 647, Register's Office for Davidson County, Tennessee.

Said conveyance is expressly subject to the following:

1. Restrictive Covenants of record in Book 3990, page 69, Register's Office for Davidson County, Tennessee.

2. The Plan of record in Book 3700, page 58, said Register's Office, shows an Owner's Certificate, a 30-foot minimum building setback line from Esterbrook Drive, a 10-foot utility and drainage easement on both segments of rear line, a 15-foot sewer easement forming an irregular pattern across the rear two-thirds of the lot, as shown on the plan of record, to which reference is made for the exact location of same. Also, a 2.5 x 25 foot utility anchor easement on the westerly corner.

Purchaser expressly assumes the payment of the minimum monthly sewer charge in the amount of $1.50 of Harpeth Valley Utility District.

Mail Tax Statements: Sa

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Robert J. Marshall and wife, Alpha B. Marshall, their 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 successors and assigns, ~~heirs and representatives~~, to warrant and forever defend the title to said real estate to said Robert J. Marshall and wife, Alpha B. Marshall, their heirs and assigns, against the lawful claims of all persons, insofar as I, as Trustee, am authorised so to do, but no further.

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 Robert J. Marshall and wife, Alpha B. Marshall,

do hereby transfer and convey unto Robert T. Coleman, 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 Robert J. Marshall and wife, Alpha B. Marshall,

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 $ full 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 Robert J. Marshall and wife, Alpha B. Marshall, 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 Robert J. Marshall and wife, Alpha B. Marshall 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 Robert T. Coleman, 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 Andrew Ewing, Trustee, Robert J. Marshall and wife, Alpha B. Marshall,

hereunto set our hands at Nashville, Tennessee, this the 16th day of January 1967

Andrew Ewing
Trustee

X Robert J. Marshall

X Alpha B. Marshall

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Betty Poage, a Notary Public in and for said County and State, the within named Andrew Ewing, Trustee

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 Tennessee, this 16th day of January, 1967

Betty Poage, Notary Public.

Commission Expires 10-25-67

STATE OF Tennessee
Davidson County.

Personally appeared before me, Ruth I. Lewis, a Notary Public in and for said County and State, the within named Robert J. Marshall & Alpha B. Marshall

the bargainor, 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 16th day of January, 1967

Ruth I. Lewis, Notary Public.

Commission Expires My Commission Expires JAN 22, 1969

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

Mail to Cullen and Pendley 3610 Nolensville Rd Nash.

INSTALLMENT DEED

FROM
Andrew Ewing, Trustee

TO
Robert J. Marshall
and wife,
Alpha B. Marshall

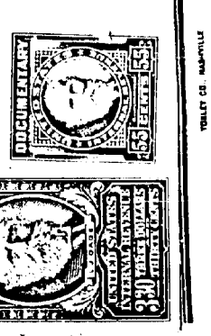
Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

59885

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

FEB 7 11 19 AM '67

NOTED: BOOK 115 PAGE 229
RECORDING FEE $ 2.75
DEP. REG. M



STATE TAX $ 5.50
PROBATE .50
TOTAL $ 5.75

FEB 7 1967

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID FEB 7 - 1967
RS

STATE TAX $ 1.10
PROBATE .50
TOTAL $ 1.65

FEB 7 1967

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID FEB 7 1967
RS