Address New Owners & Send Tax Notices to:
Mr. and Mrs. Charles E. Wright
217 Cima Drive
Goodlettsville, Tenn.

[illegible] DICKENS & EDWARDS
ATTORNEYS AT LAW
303 3rd Ave. North
NASHVILLE, TENNESSEE 37201

Tax Parcel No.

Map No. 3
P/O Par. 24
no

BOOK 4120 PAGE 532

Installment Deed

FOR AND IN CONSIDERATION of the sum of ------ $5800.00 ---------

---- Five Thousand Eight Hundred and No/100 ---------- *Dollars,*

of which ----- $800.00 ----------

----- Eight Hundred and No/100 -------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder ----- $5000.00 --------

---- Five Thousand and No/100 ---------- *Dollars,*

CHARLES E. WRIGHT and Wife VIRGINIA B. WRIGHT *have executed*

their one joint note of even date herewith, payable to W. A. JONES and Wife DARA H. JONES, the Grantors, in monthly installments of $50.00 including interest at 6%, with first payment due May 12, 1967

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, We,

W. A. JONES and Wife DARA H. JONES

have this day bargained and sold, and do hereby transfer and convey unto the said

CHARLES E. WRIGHT and Wife VIRGINIA B. WRIGHT

their *(successors), heirs and assigns,*

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

Land in the 10th Civil District of Davidson County, Tennessee, being shown as Tracts Nos. 7, 8, 9 and 10 on a survey dated December 7, 1965, made by John R. Alley, Surveyor, and described together according to said survey as follows:

Beginning at a point in the center of Timnin Road, corner to Diatikar; thence leaving said Road and running with a fence and said Diatikar's westerly line, South 3 deg. 30' West 430 feet to a point, corner to the remaining land of W. A. Jones; thence with said Jones as follows: South 86 deg. 30' West 188 feet, South 88 deg. 00' West 130 feet, North 58 deg. 45' West 134 feet, and North 53 deg. 30' West 272 feet to a point; thence North 2 deg. 30' East 224.5 feet to a point in the center of said Timnin Road; thence with the center of said Road as follows: North 89 deg. 20' East 72.7 feet, North 83 deg. 15' East 50 feet, North 79 deg. 40' East 263 feet, North 84 deg. 20' East 75 feet, South 82 deg. 30' East 50 feet, South 76 deg. 00' East 85 feet, and South 73 deg. 00' East 100 feet to the point of beginning, containing 6.44 acres, more or less.

Being part of the same property conveyed to W. A. Jones by deed from J. H. Hackney, of record in Book 1764, page 464, Register's Office for Davidson County, Tennessee

This conveyance is made subject to all easements apparent and of record.

This is unimproved property on the southerly side of Timnin Road, approximately 1/8 mile East of the Robertson County line.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto, belonging, to the said CHARLES E. WRIGHT and wife VIRIGINIA B. WRIGHT their *(successors), 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 for 1967 taxes which will be paid by the Grantors.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* CHARLES E. WRIGHT and Wife VIRGINIA B. WRIGHT, 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 CHARLES E. WRIGHT and Wife VIRGINIA B. WRIGHT, *hereinafter referred to as trustors, hereby transfer and convey unto* L. KENNETH JOHNSON, *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 $ XXX, *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

of the above indebtedness, all the costs and

expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part 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 12th *day of* April, *19* 67.

W. A. Jones

Dara H. Jones

Charles E. Wright

Virginia B. Wright

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* W. A. Jones, Dara H. Jones, Charles E. Wright and Virginia B. Wright,

the within named 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 Goodlettsville, Tennessee *this* 12th *day of* April, *19* 67.

Matt N. Thomson

Notary Public

Commission expires July 31, 1968

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 _____

Before me, _____, *a Notary Public of the State and County aforesaid, personally appeared* _____,
with whom I am personally acquainted, and who, upon oath, acknowledged _____self to be _____
_____ *of the* _____,
the within named bargainor, a corporation, and that ___he as such _____,
being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by _____self as _____.

Witness my hand and seal, at office in _____,
this_____day of_____, 19____.

_____ *Notary Public*

Commission expires _____

STATE TAX $ 2.50
PROBATE
TOTAL $ 2.50

APR 14 1967

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

PAID APR 14 1967 W&E

STATE TAX $ .50
PROBATE
TOTAL $ .50

APR 14 1967

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

PAID APR 14 1967 W&E

67619

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN.

APR 14 8 53 AM '67

RECORDING FEE $ 2.50
DEP. REG. 3

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INSTALLMENT DEED

#58002

FROM W. A. JONES, et ux

TO CHARLES E. WRIGHT, et ux

MAIL - TRUST ON R... Goodlettsville, Tenn.

Ma... ...pany