Send Tax Statement To New Owner :
Alvin R. Barnett, 3540 Dickerson Road, Nashville Tennessee 37207
Parcel and Map # Map. 50 Par. 39 pw

BOOK 4129 PAGE 209

INSTALLMENT DEED This deed prepared by Lucien Dale, Atty., 329 Stahlman Building, Nashville, Tennessee.

For and in Consideration of the sum of Eighteen Thousand and no/100 ($18,000.00) Dollars, of which Six Thousand, Five Hundred and no/100 ($6,500.00) Dollars, has been paid in cash by Alvin R. Barnett, and wife, Magdalene Barnett the receipt of which is hereby acknowledged, and for the remainder Eleven Thousand, Five Hundred and no/100 ($11,500.00) Dollars, the said Alvin R. Barnett, and wife, Magdalene Barnett have executed a promissory note, of even date herewith, in the principal amount of Eleven Thousand, Five Hundred and no/100 ($11,500.00) Dollars, payable to Marshall Newlin, and wife, Marie C. Newlin, at the rate of One Hundred, Fifty and no/100 ($150.00) Dollars per month, the first payment due on the day of , 1967, bearing interest at the rate of six per centum (6%) per annum on the unpaid balance until paid in full;

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, and Marshall Newlin and wife, Marie C. Newlin

have this day bargained and sold, and do hereby transfer and convey unto the said Alvin R. Barnett, and wife, Magdalene Barnett, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in the Second Metropolitan Councilmanic District, formerly the 12th Civil District, being part of the Bettie Newlin Tract, on the map of A. C. Webb's Demoville Tract, as of record in Platbook 547, page 26, Register's Office for said County, described according to a survey made by George W. Watkins, Surveyor, July 12, 1950, and being part of Parcel No. 39, as shown on sheet # 50, Property Map and Records System, Davidson County, Tennessee, and described more particularly as follows:

Beginning at an iron pin on the westerly margin of Dickerson Road, 113 feet north of the point where the westerly margin of said Road intersects the property line of the property conveyed to O. L. Reinhardt by deed from Bettie Newlin, of record in book 967, page 71, said Register's Office; thence South 83°30' West 227.6 feet to the center of a branch; thence with the meandors of said branch North 20°30' West 174 feet to the southerly margin of an unnamed street; thence with the south margin of said unnamed street South 88° East 280 feet to the westerly margin of Dickerson Road; thence South 10°30' East with said westerly margin of Dickerson Road 122.4 feet to the point of beginning. Being the same property described in Deed of Trust of record in Book 1935, page 427, less the area between the center and westerly margin of Dickerson Road, and less the north 25 feet of parcel No. 39 proposed to be dedicated as a public street. A ten (10) foot easement to Madison Suburban Utility District for public utility purposes exists on the front, or easterly portion, of said parcel as of record in Book 2594, page 166, said Register's Office.

Being part of the same property in which title to a one-half undivided interest was conveyed to Marshall G. Newlin by deed from Bettie Newlin and husband, of record in Book 1855, page 549, and in which the title to the other one-half undivided interest was conveyed to Marshall G. Newlin and wife, Marie C. Newlin, by deed from Mrs. Elizabeth Reinhardt, et al, of record in Book 1941, page 55, said Register's Office.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Alvin R. Barnett, and wife, Magdalene Barnett, 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 ourselver, our heirs and representatives, to warrant and forever defend the title to said real estate to said Alvin R. Barnett, and wife, Magdalene Barnett, 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 Alvin R. Barnett, and wife, Magdalene Barnett

do hereby transfer and convey unto Lucien Dale, 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 Alvin R. Barnett, and wife, Magdalene Barnett 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 $11,500.00 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 Alvin R. Barnett, and wife, Magdalene Barnett 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; or if 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 authcrized.

4th. The residue, if any, will be paid to Alvin R. Barnett, and wife, Magdalene Barnett 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 Lucien Dale, 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 Alvin R. Barnett, and wife, Magdalene Barnett, and Marshall C. Newlin, and wife, Marie C. Newlin hereunto set out hands at Nashville, Tennessee, this the 28th day of April, 1967

Marie C. Newlin
Marshall C. Newlin
Alvin R. Barnett
Magdalene Barnett

JAMES E. SIMPSON NOTARY PUBLIC DAVIDSON COUNTY, TENN.

This is improved property located at Dickerson Road, Nashville, Tennessee, 37207.
Mail Tax bill to Mr. and Mrs. Alvin R. Barnett, Dickerson Road, Nashville, Tenn.

STATE OF TENNESSEE
Davidson County

Personally appeared before me, James E. Simpson, a Notary Public in and for said County and State, the within named Marshall C. Newlin, and wife, Marie C. Newlin, and Alvin R. Barnett, and wife, Magdalene Barnett

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 28th day of April, 1967

Commission Expires August 3, 1970

James E. Simpson, Notary Public.

STATE OF _____
_____ County.

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the 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
Davidson County

BOOK 4129 PAGE 212

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
MARSHALL NEWLIN, and wife, MARIE

C. NEWLIN

TO
ALVIN R. BARNETT, and wife,
MAGDALENE BARNETT

70882

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

MAY 9 1 32 PM '67

NOTED: BOOK 116 PAGE 379
RECORDING FEE $ 2.50
DEP. REG. _____

2.50

Mail to: Alvin R. Barnett 3191 Andoover Rd City 37207 Tenn

STATE TAX $ 27.00
PROBATE .50
TOTAL $ 27.50

MAY 9 1967

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

PAID MAY - 9 1967

STATE TAX $ 9.50
PROBATE .50
TOTAL $ 10.00

MAY 9 1967 PAID MAY - 9 1967

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