Mail Tax Notice to:
Joe Martin
Rt. 2, Joelton, Tennessee

Parcel No. 14D-03490
Map 14
Par. 17

**INSTALLMENT DEED — TENNESSEE TITLE COMPANY**

FORM 1003

BOOK 4174 PAGE 93

MO

FOR AND IN CONSIDERATION OF the sum of $38,000.00 .....
THIRTY EIGHT THOUSAND AND NO/100 ----------- DOLLARS
of which $ 5,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees hereby assume and agree to pay an unpaid balance of $9,949.03 of a loan against the property, said loan being held by the Federal Land Bank of Gallatin, Tennessee, and for the balance of said purchase price the grantees have executed two notes of even date herewith payable to the order of James W. Biggers and wife, Dorothy Biggers; the first note being in the sum of $2,000.00 payable on or before January 15th, 1967 bearing interest at the rate of 6% per annum; the second note being in the sum of $21,050.97 bearing interest at the rate of 6% per annum, and due and payable in semi-annual payments of $813.90 each, which said payments includes interest, until the entire unpaid principal and interest is paid in full; first payment being due and payable on April 12th, 1967.



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,

James W. Biggers and wife, Dorothy Biggers

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

Joe Martin and wife, Ina D. Martin

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, 14th Civil District as follows:

BEGINNING at a stake in the North margin of the right of way of State Highway No. 112, and in the West boundary line of the Charles B. Bidwell land, and running thence, with the West boundary line of said Charles B. Bidwell land, North 2° East 3195 feet to an iron pin, a corner of Lewis' land; thence North 75° 30' West 231-5/10 feet to a point at a bridge; thence South 43° West 244 feet to a point on a stump; thence South 18° East 273 feet to an iron pin; thence South 19° 45' West 1253 feet, passing across two bridges, to a stake; thence South 4° 30' West 171 feet to a stake near a barn; thence South 27° West, passing a short distance East of said barn, 273.5 (273-5/10) feet to a stake; thence South 4° East 300 feet to a stake; thence South 16° 45' West 442 feet, more or less, to a point in the North margin of said State Highway No. 112; thence, in a general Southeasterly direction, with the Northerly margin of the right of way of said State Highway No. 112, to the beginning; containing 36 acres, more or less.

Being the same property conveyed to James W. Biggers and wife, Dorothy Biggers, by deeds from A. J. Williams and wife, Lulu H. Williams, of record in Books 3709, page 605 and 3824, page 837. Register's Office, Davidson County, Tennessee.

This instrument prepared by L. M. Wood, Attorney 1229 Stahlman Building, Nashville, Tennessee.

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 Thos. M. Pritchett 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 $ 12,000.00 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 herein, 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 12th day of October 19 66

Joe W Martin — X James W Biggers
Ira D. Martin — X Dorothy Biggers

STATE TAX $ 57.00
PROBATE .50
TOTAL $ 57.50

SEP 22 1967

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID SEP 22 1967

STATE TAX $ 21.05
PROBATE .50
TOTAL $ 21.55

SEP 22 1967

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID SEP 22 1967

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, [illegible] George, a Notary Public in and for said County and State, the within named James W. Biggers and wife, Dorothy Biggers, Joe Martin and Ira D. Martin 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, Tenn. this 12th day of October 19 66

Commission Expires 6-1-70 Harriet D. George Notary Public.

STATE OF Virginia
Rockbridge County

Personally appeared before me, Sarah G. McClure, a Notary Public in and for said County and State, the within named James W. Biggers and Dorothy Biggers, husband and wife,

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 Rockbridge County, Virginia Tennessee, this 15th day of October, 1966

Commission Expires May 3, 1969 Sarah G. McClure, Notary Public.

**Caution to Notary - Please see that your seal is affixed and all blank space is properly filled.**

INSTALLMENT DEED

FROM
JAMES W. BIGGERS, ET UX.

TO
JOE MARTIN, 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 ____ Page ____
Recording Fee $ ____
By ____ Dept. Reg.
FELIX Z. WITHERSPOON, REGISTER
DAVIDSON COUNTY
STATE OF TENN.

County Register 8 9 7 5
SEP 26 8 42 AM '67
RECORDING FEE 3.00
DEP. REG.
PAGE 085

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