Address New Owner
Thomas W. Johnson
1407 Riverside Drive
Nashville, Tennessee

Send Tax Bills to:
same
same
same

Prepared by
Caesar E. Urrutia
Stahlman Bldg

Map-Parcel Nos.
Map-72-15-301
Map-72-15-300.1

INSTALLMENT DEED BOOK 4191 PAGE 827

For and in Consideration of the sum of Eleven Thousand Five Hundred and No/100 ($11,500.00) Dollars,

of which One Hundred and No/100 ($100.00) Dollars,

has been paid in cash by Thomas W. Johnson and wife, Edith M. Johnson

the receipt of which is hereby acknowledged, and for the remainder

Eleven Thousand Four Hundred and No/100 ($11,400.00) Dollars,

the said Thomas W. Johnson and wife, Edith M. Johnson have executed their one promissory note of even date herewith payable to the order of R. E. Compton and wife, Frances E. Compton in monthly installments, namely: On the first day of November, 1967 the sum of One Hundred and No/100 ($100.00) Dollars and thereafter alike amount on the first day of each succeeding month. Said payments to be applied first to payment of interest at the rate of 6% per annum on the principal sum or so much as shall from time to time remain unpaid, and the balance to be applied to the payment of the principal sum, until the entire amount, both principal and interest has been paid in full.

This instrument prepared by:
Caesar E. Urrutia, Attorney
601 Stahlman Bldg.
Nashville, Tenn.

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, R. E. Compton and wife, Frances E. Compton

have this day bargained and sold, and do hereby transfer and convey unto the said Thomas W. Johnson and wife, Edith M. Johnson, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: Tract I

Land in Davidson County, Tennessee, being part of Lot No. 62 on the Plan of Brownsville, as of record in Book 21, page 9, Register's Office for said County, being part of Lot No. 1 on the unrecorded subdivision of Lots Nos. 61, 62 and part of Lot No. 63 on said plan of Brownsville, described according to a survey made by Leroy Holland, Surveyor, dated September, 1964, as follows:

BEGINNING at an iron pin set at the southwest corner of the intersection of McKennell Drive (as widened) and Riverside Drive; thence southwestwardly with the northwesterly margin of Riverside Drive, 133.00 feet to a one inch pipe set in said margin of said Drive; thence North 87 deg. 54 min. West 132.68 feet to an iron pin; thence North 47 deg. 51 min. East 133.00 feet to a one inch pipe set in the southerly margin of McKennell Drive (as widened); thence with the said margin of said Drive, 132.68 feet to the point of beginning.

BEING part of the same property conveyed to R. E. Compton and wife, Frances E. Compton, by deed from Charles G. Jameson and wife, Lucille Jameson, of record in Book 2302, page 123, Register's Office for Davidson County, Tennessee.

TRACT II

Land in Davidson County, Tennessee, being part of Lot No. 62 on the Plan of Brownsville, as of record in Book 21, page 9, Register's Office for said County, being part of Lot No. 1 on the Plan of the subdivison of Lots Nos. 61, 62 and part of Lot No. 63 on the said plan of Brownsville, not of record, described as follows:

BEGINNING on the southerly margin of McKennell Drive, as widened, at a point 190 feet west of the center line of Riverside Drive; thence South 47 degrees 51 minutes west 170.68 feet to an iron pin; thence north 87 degrees 54 minutes west 12.24 feet to an iron pin; thence north 2 degrees 06 minutes east 119.10 feet to an iron pin in the southerly margin of said McKennell Drive; thence with the same South 87 degrees 54 minutes east 134.50 feet to the beginning.

BEING the same property conveyed to R. Earl Compton and wife, Frances E. Compton by deed from Charles G. Jameson, of record in Book 3831, page 36, Register's Office for Davidson County, Tennessee.

R. E. Compton and Earl Compton are one and the same person.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Thomas W. Johnson and wife, Edith M. Johnson, 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 and our heirs and representatives, to warrant and forever defend the title to said real estate to said Thomas W. Johnson and wife, Edith M. Johnson, 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 Thomas W. Johnson and wife, Edith M. Johnson

do hereby transfer and convey unto Caesar E. Urrutia, 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 Thomas W. Johnson and wife, Edith M. Johnson 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 $INS 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 Thomas W. Johnson and wife, Edith M. Johnson 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 Thomas W. Johnson and wife, Edith M. Johnson 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 Caesar E. Urrutia, 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 R. E. Compton and wife, Frances E. Compton and Thomas W. Johnson and wife, Edith M. Johnson hereunto set our hands at Nashville, Tennessee, this the 15th day of November 1967







R E Compton
Frances E. Compton
Thomas W. Johnson
Mrs. Edith M. Johnson

CAESAR E. URRUTIA NOTARY PUBLIC DAVIDSON COUNTY

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Caesar E. Urrutia, a Notary Public in and for said County and State, the within named R. E. Compton and wife, Frances E. Compton and Thomas W. Johnson and wife, Edith M. Johnson

the 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 Nashville Tennessee, this 15th day of November, 1967

Commission Expires April 28, 1968 Caesar E. Urrutia, 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__

Commission Expires _____, Notary Public.

DEP. REG. NOTED FOR RECORDING FEE $ 1.50 NOV 27 11 37 AM '67 FELIX Z WILSON II REGISTER DAVIDSON COUNTY STATE OF TENN.

97230

STATE TAX $	17.25	STATE TAX $	5.40
PROBATE	.50	PROBATE	.50
TOTAL $	17.75	TOTAL $	5.90

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

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