INSTALLMENT DEED

BOOK 4197 PAGE 822

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Claude E. Wair, Jr.	Claude E. Wair, Jr.	Map. 31
c/o H. L. Wright (NAME)	c/o H. L. Wright (NAME)	Pc Par. 29
Rt. 1, Lickton Pike (STREET ADDRESS OR ROUTE NUMBER)	Rt. 1, Lickton Pike (STREET ADDRESS)	
Whites Creek, Tenn 37189 (CITY) (P. O. ZONE) (STATE)	Whites Creek, Tenn. 37189 (CITY) (ZONE) (STATE)	Pd

FOR AND IN CONSIDERATION OF the sum of $6000.00

SIX THOUSAND AND NO/100 DOLLARS

of which $ 1000.00 ~~[illegible]~~ the remainder the said grantee

will be paid on January 1st, 1968, and for the remainder the said grantees have executed a note for Five Thousand Dollars ($5000.00) payable at $50.00) Fifty Dollars a month together with 6% interest on the 1st day of each month beginning on February 1, 1968, and each month thereafter together with interest until note is paid in full.

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,

Hollis L. Wright, a widower

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Claude E. Wair, Jr. and wife, Mable A. Wair

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

A tract of land in the 10th, formerly the 22nd, Civil District of Davidson County, Tennessee, described according to a survey made by E. F. Luther, Jr., Engineer, October 1967, as follows:

Beginning on the center line of Lickton Pike at the southeast corner of G. W. Lawrence property (.5 acre) continuing south 7° 50' west 100 feet to another spike in center line of Lickton Pike being the southeast corner of this tract and the northeast corner of the Wright property (203 acres) thence north 84° 30' west, 840.5 feet to an iron pin, thence north 30° 15' west, 199.5 feet; thence north 53° 15' west to an iron pin on upper side of a 12-inch Elm; thence north 11° east 127.5 feet to an iron pin, thence north 1° west 107 feet to an iron pin; thence north 12° west 220 feet to a corner stone, being same as southwest corner of Keller property; thence south 85° east, 722 feet to an iron pin in the northwest corner of the 5.5 acre tract of Dennis property; thence south 5° 15' west, 608 feet to an iron pin being the southwest corner of the 5.5 acre tract of Dennis property; thence south 84° east 395 feet to an iron pin in the northwest corner of G. W. Lawrence lot; thence south 6° west 89 feet to the southwest corner of the Lawrence lot; thence south 84° east 167 feet to the beginning, containing 14 acres, more or less.

Being part of the real property conveyed to Hollis L. Wright and wife, by Dorothy Dwyer, Trustee, of record in book 1970, page 458, said Register's office.

unimproved (X)
This is improved ( ) property, known as ---------- Rt. 1, Lickton Pike, Whites Creek, 37189
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

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 J. F. Doty 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 $ _____ 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 therein, 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 December 19 67.

Hollis L. Wright

Claude E. Wair Jr

Mable A. Wair



STATE TAX $ 9.00 STATE TAX $ 3.00
PROBATE .50 PROBATE .50
TOTAL $ 9.50 TOTAL $ 3.50

DEC 14 1967 DEC 14 1967

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

PAID DEC 14 1967 PAID DEC 14 1967

STATE OF Tennessee }
COUNTY OF Davidson }

Personally appeared before me, J. F. Doty, *a Notary Public in and for said County and State,* Hollis L. Wright, a widower and Claude E. Wair, Jr. and wife, Mable A. Wair *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 Nashville, Tennessee, *this* 12 *day of* December, 67

J. F. Doty *Notary Public*

Commission expires 8-13-68

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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 .....

Mail C

99906

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

DEC 15 10 20 AM '67
NOTE BOOK 117 PAGE 848
RECORDING FEE $ 3.00
DEP. REG. ____

INSTALLMENT DEED

FROM
HOLLIS L. WRIGHT

TO
CLAUDE E. WAIR, JR., ET UX

Compliments of
GUARANTY TITLE
Office of
CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

3.00

Mail

PREPARED BY
306 Stahlman Bldg.
Nashville