Address New Owner:
Mr. Douglas A. Cox
1406 Debow Street
Old Hickory, Tennessee

Send tax statements:
Mr. Douglas A. Cox
1406 Debow Street
Old Hickory, Tennessee

Map. 92-4
BOOK 4205 PAGE 332 Pr. 357-358-359 PW

INSTALLMENT DEED

For and in Consideration of the sum of -----SIXTEEN THOUSAND-----($16,000.00)-------

---------- **Dollars,**

of which ----eight thousand---------($8,000.00)---------- **Dollars,**

has been paid in cash by Douglas A. Cox to Forrest M. May

the receipt of which is hereby acknowledged, and for the remainder eight thousand--------

------($8,000.00)---------- **Dollars,**

the said Douglas A. Cox **has**

this day executed his promissory note payable to Forrest M. May in equal monthly installments of $243.38 over a period of three years, the first payment of $243.38 to be due and payable on the 1st day of February, 1968, and a similar payment of $243.38 on the same day of each successive year until the balance is paid in full. Said payments will include both principal and interest at the rate of 6% per annum,

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, Forrest M. May

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

Douglas A. Cox, his heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows: Four tracts of land in Davidson County, Tennessee, as follows:

TRACT NO. 1: Being part of Lot No. 145 on the plan of Samuel Watkins Estate Property as of record in Book 57, page 13, Register's Office for said County, described as follows: BEGINNING at a point in the westerly margin of 12th Avenue North 48.4 feet south of the south margin of the first alley north of Jo Johnston Avenue which alley is sometimes called Milson Avenue; thence westerly 40.3 feet to a point; thence southerly 27.5 feet to a point; thence easterly 40.3 feet to the west margin of 12th Avenue North; thence with the margin of same northerly 28 feet, more or less, to the point of beginning. TRACT NO. 2: Being the north part of Lot No. 143 and the north part of the west part of Lot No. 14[illegible] on the plan of Samuel Watkins Estate property, of record in Book 57, page 13, Register's Office for said County. Said parts of said lots adjoin and front together 62 feet on the southerly side of the first alley north of Jo Johnston Avenue which alley is sometimes called Milson Avenue and run back between parallel lines 78 feet west of and parallel to 12th Avenue North, formerly Clay Street, the west line of said lot running back along the easterly margin of the first alley west of 12th Avenue North, 77 feet, more or less, to a dead line. TRACT NO. 3 Land in Davidson County, Tennessee, being part of Lots. No. 144 and 145 on the plan of Samuel Watkins Estate Property, as of record in Book 57, page 13, Register's Office for said County, described partly by a survey made by George W. Watkins, Surveyor, May 5, 1954 as follows: BEGINNING at an iron pin in the southwest corner of the property conveyed to Forrest M. May by deed from Harry Mittwede, Substitute Trustee, as of record in Book 2702 page 602, said Register's Office, also being 53.4 feet south of the southerly margin of a 20 foot alley; thence with the southerly boundary line of said May's tract easterly 37.7 feet to the west face of a brick wall; thence with the same southerly 22.9 feet more or less to a point in the northern boundary line of the property conveyed to George Kesterson by deed from Mary Lou Harding, of record in Book 1535, page 403, said Register's Office; thence with said Kesterson's line westerly 7.4 feet more or less, and continuing with the same southerly 3 feet to the northeast corner of the property conveyed to Irene S. P. Francis et al. by deed from Sam Garfinkle, of record in Book 1786, page 340, said Register's Office; thence with said Francis' line westerly 25.5 feet, more or less; thence northerly 22.9 feet more or less to the beginning. TRACT NO. 4: Being parts of Lots No. 144 and 145 on the plan of the real estate of Samuel Watkins, deceased, as of record in Book 57, page 13, Register's Office for said County, described according to a survey made by George W. Watkins, Surveyor, May 5, 1954

as follows: BEGINNING at the southwest corner of 12th Avenue North and the first alley north of Jo Johnston Avenue, formerly Line Street; thence with the southerly margin of said alley westwardly 78 feet to an iron pin; thence southwardly 53.4 feet to an iron pin; thence eastwardly 37.7 feet to the west face of a brick wall; thence with the westerly face of said wall norwardly 5 feet to the north face of said wall; thence with the northerly face of said wall, eastwardly 40.3 feet to a nail in the westerly margin of 12th Avenue North; thence with said Avenue northwardly 48.4 feet to the beginning.

BEING the same property conveyed to Forrest M. May by three deeds, one from Marguerite Fox Perry, Robert H. Perry Jr. and wife Rebecca Moore Perry and Frances Perry Rollins and husband, Robert H. Rollins of record in Book 2802, page 154 in the Register's Office for Davidson County, Tennessee, one from Harry Mittwede Trustee of record in Book 2702, page 602, said Register's Office and one from Marguerite Fox Perry, Robert H. Perry Jr. and Frances Perry Rollins of record in Book 2736, page 587, said Register's Office.

RECORDER'S MEMO
Legibility of Writing, Typing or Printing In This Document Unsatisfactory When Received.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Douglas A. Cox, his heirs and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said Douglas A. Cox, his 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 me in hand paid, I, the said Douglas A. Cox

do hereby transfer and convey unto Harry H. Chitwood, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

I, the said Douglas A. Cox

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 interst may appear.

I 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 I 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 I, the said Douglas A. Cox 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 I 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; I 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. I 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. I 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 Douglas A. Cox, his 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 Harry H. Chitwood, 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 Forrest M. May and Douglas A. Cox hereunto set our hands at Nashville, Tennessee, this the 4th day of January 19 68

Forest M. May

Mae L. May

Douglas A. Cox

Prepared by: Carole Chitwood Smith Atty.
934 Stahlman Bldg.
Nashville, Tennessee

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Carole C. Smith, a Notary Public in and for said County and State, the within named Forrest M. May and wife Mae L. May and Douglas A. Cox

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 4th day of January, 19 68

Carole C. Smith, Notary Public.

Commission Expires November 24, 1971

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

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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

STATE TAX $ 6.00
PROBATE .50
TOTAL $ 6.50

JAN 16 1968

FELIX Z. WILSON, II
COUNTY REGISTER
DAVIDSON COUNTY, TENN.

STATE TAX $ 41.60
PROBATE .50
TOTAL $ 42.10

JAN 16 1968

FELIX Z. WILSON, II
COUNTY REGISTER
DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM
FORREST M. MAY

TO
DOUGLAS A. COX

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

MAIL TO: CARELL C. SMITH
934 ST. AUBIN BLDG.
NASHVILLE, TENN

02803

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

JAN 16 11 14 AM '68
RECORDING FEE $ 1.50
DEP. REG. R

State of Tennessee
County of Davidson
The actual consideration or value, whichever is greater for this transfer is $16,000.00

Subscribed and sworn to before me this 4th day of January, 1968.

Notary Public
My commission expires Nov. 24, 1971.