BOOK 4217 PAGE 692
MAIL TO: JP1 STEVENS RLTY. AUCTION
3937 GALLATIN RD. NASHVILLE, TENN.

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD-4

FROM

Shelley James Allen and wife,
Beulah Allen

TO

J. D. Stevens, A single man

For draftsman's use

This instrument prepared by:
Henry K. Buckner, Jr., Attorney
3937 Gallatin Road
Nashville, Tennessee

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
J. D. Stevens (NAME)	J. D. Stevens (NAME)	Map 37
3937 Gallatin Road (STREET ADDRESS OR ROUTE NUMBER)	3937 Gallatin Road (STREET ADDRESS)	Pt Par. 14
Nashville, Tennessee (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee (CITY) (STATE) (ZIP)	PW

(FOR REGISTER'S USE)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 9,500.00 J. D. Stevens
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 5th DAY OF March 1968.

[signature]
Notary Public

MY COMMISSION EXPIRES: My Commission Expires May 5, 1968

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Nine Thousand Five Hundred ----------------------------($9,500.00)-------------- DOLLARS of which $ 3,200.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has executed his one promissory note of even date herewith for the principal sum of $6,300.00 payable to the order of Shelley James Allen and wife, Beulah Allen in consecutive monthly installments of $69.95 each, which sum includes both principal and interest at the rate of 6% per annum, beginning on the 5th day of April, 1968 and thereafter on the same day of each secceeding month until said principal sum and interest thereon have been 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,

we, Shelley James Allen and wife, Beulah Allen

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

J. D. Stevens, a single man

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

Land in the 14th Civil District of Dabidson County, Tennessee, described according to a survey by Gary R. Cummings, Tennessee Registered Surveyor No. 36 dated February 18, 1968, as follows:

Beginning at a spike in the center of Little Marrowbone Road where it intersects with Sam Demonbreum Road; thence with the center of Little Marrowbone Road North 84° 32 minutes East 318.2 feet; thence continuing with the center of said road with a curve 547.8 feet to a point; thence continuing with the center of Little Marrowbone Road North 63° East 483.0 feet to a spike; thence North 37° West 209.2 feet to an iron pin; thence North 53° East 208.6 feet to an iron pin; thence North 37° West 409.2 feet to an iron pin; thence North 17° 30 minutes East 246.6 feet to an iron pin; , thence North 25° West 660.0 feet to an iron pin; thence North 5° East 528.0 feet to an iron pin; thence North 55° East 310.2 feet to an iron pin; thence North 18° East 264.0 feet to an iron pin; thence North 16° West 339.9 feet to an iron pin; thence North 30° West 957.7 feet to a spike in the center of Ridge Road; thence with the center of said road South 60° West 617.1 feet to a point; thence South 30° East 41.5 feet to a point; thence South 54° 09' West 268.4 feet to an iron pin in Biggs Southerly line; thence South 55° West with Biggs line 1,184.5 feet to an iron pin in the center of Sam Demonbreum Road; thence with the center of said road South 45° East 594.0 feet, thence continuing with the center of said road, South 30° East 59.4 feet, Sputh 45° 30 minutes East 115.5 feet, South 60° East 132.0 feet South 57° East 330.0 feet, South 43° East 35.6 feet, South 28° East 95.7 feet, South 20° East 203.9 feet, South 12° East 264.0 feet, South 23° East 544.5 feet, South 280.5 feet, South 7° East 231.0 feet, South 35° West 492.5 feet to the point of beginning, containing 88.20 acres, more or less.

Being the same property conveyed to Shelley James Allen and wife, Beulah Allen by deed from Fred Ammons and wife, of record in Book 1760, page 463, Register's Office for Davidson County, Tennessee.

This is unimproved (X) / is improved ( ) property, known as Little Marrowbone Road, Nashville, Tennessee
(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 Tom G. Coleman, Jr. 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 $insurable amount 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 5th day of March 19 68.

Shelley James Allen
Beulah Allen
J. D. Stevens

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Mrs Christine Bunch, a Notary Public in and for said County and State, the within named Shelley James Allen and wife, Beulah Allen and J. D. Stevens 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 5th day of March, 19 68.

Mrs Christine Bunch Notary Public.

My Commission Expires May 5, 1968
Commission expires

STATE TAX $ 34.20
PROBATE .50
TOTAL $ 34.70

STATE TAX $ 4.30
PROBATE
TOTAL $ 4.30

MAR 8 1968
FELIX Z. WILSON, II
COUNTY REGISTER
DAVIDSON COUNTY, TENN.

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 that he is the 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 singing the name of the corporation by self as .

Witness my hand and seal, at office in this day of , 19 .

Notary Public.

Commission expires

FELIX WILSON II REGISTER DAVIDSON COUNTY TENN. FILED
RECORDED
DEP. REG.

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FELIX Z. WILSON II REGISTER DAVIDSON COUNTY STATE OF TENN.
MAR 8 9 37 AM '68
RECORDED IN FILE B 118 PAGE 384
DEP. REG.

U 8 4 6 8

UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

NO. 67-415 Civ. T.

JESS J. YADO, III, C. J. KEEL, JR. and GERALD W. NELSON, d/b/a YADO, KEEL & NELSON :

Plaintiffs :

vs. : CIVIL ACTION

JAMES R. DILLINGER and EDWARD A. FISH :

Defendants :

I certify the foregoing to be a true and correct copy of the original.
Wesley R. Thies, Clerk
United States District Court
Middle District of Florida
By: Rachael B. Carroll
Deputy Clerk

FINAL JUDGMENT

This cause having come to be heard on the motion of the Plaintiffs, JESS J. YADO, III, C. J. KEEL, JR. and GERALD W. NELSON, d/b/a YADO, KEEL & NELSON, for Final Judgment, and it appearing to the Court that Default Judgments have been duly entered against the Defendants, JAMES R. DILLINGER and EDWARD A. FISH, and it further appearing that Plaintiffs' filed their affidavit in proof of claim showing them to be entitled to the relief prayed for and the court being fully advised in the premises upon consideration thereof, it is:

ORDERED, ADJUDGED and DECREED:

1. That the equities in this cause are with the Plaintiffs; the Court has jurisdiction of the parties and cause herein; that the Plaintiffs are entitled to a judgment as a matter of law and the motion for Final Judgment be and the same is hereby granted.

2. That the Plaintiffs, JESS J. YADO, III, C. J. KEEL, JR. and GERALD W. NELSON, d/b/a, YADO,KEEL and NELSON, be and are hereby granted a Final Judgment against the Defendants, JAMES R. DILLINGER and EDWARD A. FISH, in the amount of $11,350.00, plus costs of court herein of $33.88, FOR WHICH LET EXECUTION ISSUE.

DONE and ORDERED in Chambers at Tampa, Hillsborough County, Florida, this 15 day of February, 1968.

Ben Krentzman
U. S. DISTRICT JUDGE