NEW OWNER: Lloyd L Holden
Mail 795 Richfield Dr
Nash. Tenn. 37205

SEND TAX BILL:
SAME

BOOK 4227 PAGE 646

Map 67
% Par 61 mp

INSTALLMENT DEED

For and in Consideration of the sum of Three Thousand and No/100 ($3,000.00) **Dollars,**

of which Five Hundred and No/100 ($500.00) **Dollars,**

has been paid in cash by Leonard Lloyd Holden

the receipt of which is hereby acknowledged, and for the remainder of Twenty-Five Hundred and No/100 ($2500.00) **Dollars,**

the said Leonard Lloyd Holden **has**

executed his promissory lien note of even date herewith in the principal sum of $2500.00 payable to the order of W. F. Gross and wife, Lela Gross, payable in semi-annual installments as follows, namely: On the 1st day of September, 1967, the sum of Three Hundred and No/100 ($300.00) Dollars, and thereafter a like sum of $300.00 on the 1st day of each succeeding six months thereafter, for a total of nine (9) payments, with a final payment of $100.00 due September 1st, 1971,

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

payable semi-annually with principal payments, 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, We, W. V. Gross and wife, Lela Gross

have this day bargained and sold, and do hereby transfer and convey unto the said Leonard Lloyd Holden and his **heirs and assigns,**

certain real estate in the eighth civil district **Davidson County, Tennessee, as follows:**

Beginning at a point in center of Cub Creek Road, Heatherly's S. E. corner and the S.W. corner of a tract being herein conveyed; thence, leaving said road and continuing with Heatherly's line north 47° west 369 feet to an elm tree, Heatherly's corner; thence north 44° 30' east 354 feet to an iron pin, corner of Lot No. 2; thence, with the southwest line of Lot No. 2, south 47° east 371 feet to a point in center of Cub Creek Road; thence with the center of said road, south 44° 45' west, 354 feet to the point of beginning, containing 3 acres, more or less, according to survey of S. H. Hutchison, made April 27, 1966.

And being Lot No. 1 of three lots surveyed and plated on the above date by S. H. Hutchison, but said plat not having been filed for record.

And being a part of the same land devised to W. V. Gross and wife, Lela Gross under the will of Marcie Newsom Adkisson, of record in Will Book 80, page 181, County Court Clerk's Office for Davidson County, Tennessee.

I hereby swear or affirm that the actual consideration or true value for transfer, whichever is greater, is $ 3000.00. Affiant Lloyd L Holden
Subscribed and sworn to before me this 16 day of April 1968

Deputy Register B Burnette

THIS INSTRUMENT WAS PREPARED BY
NEIL ROBERTSON, Atty.
ASHLAND CITY, TENN.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Leonard Lloyd Holden and his 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 said real estate to said Leonard Lloyd Holden and 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 Leonard Lloyd Holden

do hereby transfer and convey unto Homer J. Tidwell, 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.

I, the said Leonard Lloyd Holden 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 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.

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 Leonard Lloyd Holden 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; if 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 me 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 Homer J. Tidwell, Jr., 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 W. V. Gross and wife, Lela Gross and Leonard Lloyd Holden hereunto set our hands at Ashland City, Tennessee, this the 18 day of February 19 67

W V Gross

Lela Gross

Leonard Lloyd Holden

STATE OF TENNESSEE
~~Davidson~~ CHEATHAM County

Personally appeared before me, Neil Robertson, a Notary Public in and for said County and State, the within named W. V. Gross and wife, Lela Gross and Leonard Lloyd Holden

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 Ashland City Tennessee, this 18th day of February, 1967

Neil Robertson, Notary Public.

Commission Expires May 21st, 1969

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

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 $ 7.80
PROBATE .50
TOTAL $ 7.80

APR 16 1968

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

STATE TAX $ .50
PROBATE .50
TOTAL $ 1.00

APR 16 1968

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

INSTALLMENT DEED

FROM
W. V. GROSS ET UX

TO
LEONARD LLOYD HOLDEN

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

12848

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

APR 16 12:47 PM '68

RECORD BOOK 118 PAGE 586

RECORDING FEE $ 1.00

DEP. REG. _____