This Form furnished by Attorneys Title Company, Inc.

**INSTALLMENT DEED** Form No. WD-4

**FROM**

William C. Franklin, and wife,

Frances A. Franklin

**TO**

Leslie L. Allen, Jr. and wife,

Jessie B. Allen

For draftsman's use

This instrument prepared by Lucien Dale, Attorney, 329 Stahlman Building, Nashville, Tennessee 37201

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Leslie L. Allen and wife, Jessie B. Allen (NAME) | (same) (NAME) | Map 60-12 |
| Highland Drive 2814 (STREET ADDRESS OR ROUTE NUMBER) | (same) (STREET ADDRESS) | Par. 12 |
| Nashville, Tennessee 37207 (CITY) (STATE) (P. O. ZIP) | (same) (CITY) (STATE) (ZIP) | Map 60-8 Par. 61 |

(FOR REGISTER'S USE)

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 8,250.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 15th DAY OF April 1968.

Martha Shepard
Notary Public

MY COMMISSION EXPIRES: 4/26/70

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Eight Thousand, Two Hundred, Fifty and no/100 ($8,250.00) DOLLARS

of which $ 1,250.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed a promissory note of even date herewith in the principal amount of Three Thousand, Nine Hundred, Forty Seven and 70/100 ($3,947.70) bearing interest at six per cent (6%) per annum, and payable at the rate of $50.00 per month, including interest, the first payment to be made on May 20, 1968.

The remaining balance of $3,052.30, will be paid by the assumption of an existing promissory note secured by a Deed of Trust of record in Book 2165, page 345, Register's Office for Davidson County, Tennessee.

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,

William C. Franklin, and wife, Frances A. Franklin

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

Leslie L. Allen, Jr., and wife Jessie B. Allen

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

Tract No. 1: Being parts of lots Nos. 23 to 28, inclusive, of Block "A", on the Map of Highland Park, as of record in Book 974, page 33, Register's Office for said County, and described according to a copy of a survey made May 22, 1946, by E.R. Southgate, Surveyor, as follows: Beginning at a point on the westerly margin of Highland Drive, 85 feet south of the south margin of Ben Allen Road, at the southeast corner of the property conveyed to N.B. Bruce and wife by deed from E.H. Goodman, of record in Book 2107, page 619, said Register's Office; thence with Bruce's south line, westerly 152 feet 8 inches to a point; thence southerly 43 feet 6 inches to a point, a corner of the property conveyed to Robert Jacob Theiss and wife, by deed from E.H. Goodman, of record in Book 2134, page 623, said Register's Office; thence with Theiss' north line, easterly 150 feet to the westerly margin of Highland Drive; thence with the margin of the same, northerly 65 feet to the beginning.

Being the same property conveyed to William C. Franklin, and wife, Frances A. Franklin, by deed from E.H. Goodman of record in Book

(DESCRIPTION CONTINUED ON ATTACHED PAGE)

This is unimproved (X) improved ( ) property, known as Highland Drive, Nashville, Tennessee 73201
(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. except as hereinabove mentioned.

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 LUCIEN DALE 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 $ 5,000.00 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 15th day of April 19 68

Leslie L. Allen, Jr. — Jessie B. Allen

William C. Franklin — Frances A. Franklin

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Martha Shapard, a Notary Public in and for said County and State, the within named William C. Franklin and wife, Frances A. Franklin, and Leslie L. Allen, Jr., and wife, Jessie B. Allen

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, Tennessee, this 15th day of April, 19 68

Martha Shapard, Notary Public.

Commission expires 4/26/70

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Martha Shapard, 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 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 .....

2244, page 446, said Register's Office.

Tract No. 2: Being the south parts of Lots Nos. 24 to 28, inclusive; the southeast part of Lot No. 23, the north 10 feet of Lot No. 30 and all of Lot No. 29, of Block "A" on the Map of Highland Park, as of record in Book 974, page 33, Register's Office for said County, and shown in an unregistered copy of a survey made by E.R. Southgate under date of May 22, 1946, and described as follows:
Beginning at a point in the westerly margin of Highland Drive 150 feet south of the southerly margin of Ben Allen Road, said point being 30 feet north of the common corner of Lots Nos. 28 and 29; thence westerly, parallel to the north line of Lot No. 29, and 30 feet north of same, 150 feet to a point in Lot No. 23; thence southerly, approximately parallel to the line between lots 23 and 24, 30 feet to the north line of lot No. 29; thence westerly 21 feet to the corner of Lots 23, 29,16 and 17; thence southerly, along the west line of Lots Nos. 29 and 30, 35 feet to a point which is 10 feet south of the line between Lots 29
and 20; thence easterly 171 feet to the westerly Margin of Highland Drive; thence with the margin the same, northerly 65 feet to the beginning.
Being the same property conveyed to William C. Franklin, and wife, Frances A. Franklin, by deed from Robert Jacob Theiss, and wife, Margaret O. Theiss, of record in Book 2147, page 611, Register's Office for Davidson County, Tennessee.

STATE TAX $ 21.32
PROBATE .50
TOTAL $ 21.82

APR 22 1968

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

STATE TAX $ 1.90
PROBATE .50
TOTAL $ 2.40

APR 22 1968

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

Second page of Installment Deed:
April 15th 1968

State of Tennessee
County of Davidson

Before me, Martha Shapard a Notary Public of the State and County aforesaid, personally appeared Leslie L. Allen, Jr. Jessie B. Allen, William C. Franklin, and Frances A. Franklin, 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 seat at Nashville, Tennessee this 15th day of April 1968.

Martha Shapard
Notary Public

My commission expires 4/26/70

Leslie L. Allen Jr.

Jessie B. Allen

William C. Franklin

Frances A. Franklin

13520

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

APR 22 2 33 PM 68

NOTE BOOK 118 PAGE 617
RECORDING FEE B 4.50
DEP. REG. B