This instrument prepared by
James R. Wyatt
Attorney
100 39th Ave.North,Nashville,Tenn.

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO; BOOK4243 PAGE 264	MAP-PARCEL NUMBERS
Robert A. Hill	Same	Part of P/O
(NAME:) 629 Templewood Court	(NAME:)	Map 128 (30 Par.)
(STREET ADDRESS OR ROUTE NUMBER) Donelson, Tennessee	(STREET ADDRESS)	
(CITY) (P. O.-ZONE) (STATE)	(CITY) (ZONE) (STATE)	PW

FOR AND IN CONSIDERATION of the sum of Six Thousand Seven Hundred Fifty and no/100 - - - - - - (\$6,750.00) - *Dollars,*

of which Two Hundred Fifty and no/100 - - - (\$250.00) - *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Six Thousand Five Hundred and no/100 - - - - -(\$6,500.00) - *Dollars,*

Robert A. Hill and wife, Jacqueline Hill - have *executed*

their note of even date herewith in the sum of \$6,500.00, payable to order of C. E. Francis and wife, Fannie J. Francis, in 192 monthly installments of \$52.75 each, which includes both principal and interest at the rate of 6% per annum, the first installment falling due one month from date and the others monthly thereafter until all are paid; and privilege of pre-payment is reserved.

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, C. E. Francis and wife, Fannie J. Francis

have this day bargained and sold, and do hereby transfer and convey unto the said Robert A. Hill and wife, Jacqueline Hill, their

[redacted], *heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows:

A tract of land in the 8th Civil District of said County, being part of a 112½ acre tract as shown on the plan of record in Plan Book 2, page 165, Chancery Court at Nashville and being shown as Tract No. 11 on a survey made by Wayne S. Cooper, Sr., Surveyor, April 17, 1968, and described as follows:
Beginning at a spike in the center of Sawyer Brown Road at the northeast corner of the property conveyed to Guy Francis Dillard and wife by deed from C. E. Francis and wife of record in book 3461, page 277, Register's Office for said County; thence with Dillard's northerly line North 86° West 944.40 feet to an iron pin in the easterly right-of-way line of Interstate I-40; thence with said right-of-way line North 17° 36' East 214 feet to an iron pin at the corner of Tracts Nos. 10 and 11; thence with the line between said two Tracts South 86° 24' East 871.25 feet to a spike in the center of Sawyer Brown Road; thence with the center of said Road South 1° 36' West 115 feet to a spike and continuing with the center of said Road South 6° 15' East 101.5 feet to the beginning, containing 4.28 acres, more or less.
Being part of the real property conveyed to C. E. Francis and wife, Fannie J.Francis, by deed from Earl S. Turman and wife, of record in book 2101, page 46, Register's Office for said County.

The grantors reserve for the benefit of Tract No. 10 as shown on the above mentioned survey a twenty-five (25) foot easement for the purpose of ingress and egress to said Tract No. 10.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }
The actual consideration or value whichever is greater, for this transfer is \$6,750.00
Subscribed and sworn to before me, this the 14 day of June 19 68
Fannie J. Francis
Affiant
[redacted]
D. Gentry
Deputy [redacted] Register

Said property is conveyed subject to the following restrictions and covenants:

1. All residences shall consist of at least 75% brick or stone masonry construction.
2. The minimum square foot area of floor space devoted to the living area for a residence constructed on the property shall contain not less than 1200 square feet.

This is { unimproved / improved } property, known as ..... (House Number) (Street) P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Robert A. Hill and wife, Jacqueline Hill, their (successors), *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 taxes for the year 1968.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Robert A. Hill and wife, Jacqueline Hill, their (successors), *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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Robert A. Hill and wife, Jacqueline Hill *hereinafter referred to as trustors, hereby transfer and convey unto* William O. Lee, *Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors 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 the sum of $....., or at least the maximum insurable value, until the indebtedness herein secured is 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 or holder of said indebtedness as his interest may appear.

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and

expenses of such appearance or proceedings, together with a reasonable attorney's fee to be approved by, shall be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, 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. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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 indebtedness 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 trustors, their order, 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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 4 *day of* June, *19*68.

C. E. Francis

Fannie J. Francis

Robert A. Hill

Jacqueline Hill

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, James C. Catron, *a Notary Public in and for said County and State,* C. E. Francis and wife, Fannie J. Francis; and Robert A. Hill and wife, Jacqueline Hill

*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* 4th *day of* June, *19*68.

JAMES C. CATRON NOTARY PUBLIC DAVIDSON COUNTY, TENN.

James C. Catron *Notary Public*

Commission expires 11-4-70

STATE OF.....

COUNTY OF..... BOOK 4243 PAGE 267

Personally appeared before me, ..., a Notary Public in and for said County and State, ...

.....

the within named 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 }
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.....

A 0 1 6 4 2

Mail to Harned Valley Rd
Cte 3 Hubert ky 37205
Cte 3 Nash Tenn

IDENTIF. REFERENCE

JUN 14 2 06 PM '68

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

JUN 14 68	CONV	*6,750.00			
JUN 14 68 S TAX			A*	12.42	
JUN 14 68	MORT'G	*6,500.00			
JUN 14 68 S TAX			A*	4.50	
JUN 14 3 PREFEE			A*	.50	
JUN 14 68	W DEED		A*	6.00	* 28.42

INSTALLMENT DEED

FROM

TO

Compliments of

GUARANTY TITLE

Office of

CHICAGO TITLE INSURANCE COMPANY

American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE