INSTALLMENT DEED — TENNESSEE TITLE COMPANY

FORM 1008

FOR AND IN CONSIDERATION OF the sum of ten thousand and no/100 ($10,000.00) DOLLARS

of which $ none has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantee has executed his promissory note of even date herewith in the principal sum of ten thousand dollars ($10,000.00) payable in fifteen (15) annual installments of one thousand, twenty-nine and 70/100 dollars ($1,029.70) including interest at six per cent (6%), the first installment falling due on the 1st day of August, 1969, and on the same day and month of each succeeding year until paid in full

Map. 60-12
Par. 43-
147-148 PW
PW

The actual consideration for this transfer or value of property (whichever is greater) is $10,000.00. This is equal to or greater than the property would bring at a fair and voluntary sale.

L. Kenneth Johnson

Sworn to and subscribed before me this 3rd day of August, 1969.

Matt H. Thomson

My Commission Expires 11-2-72

This instrument prepared by
JOHNSON & EDWARDS
ATTORNEYS AT LAW
303 3rd AVENUE, NORTH
NASHVILLE, TENNESSEE 37201

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, Zack Q. Myers and wife, Toccoa B. Myers,

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

D. W. Swindle, his heirs and assigns

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

Land in the 12th Civil District of Davidson County, Tennessee, described as follows:

Beginning at a point in the northerly margin of Hart Lane, said point being 1809.9 feet easterly from the centerline of Dickerson Pike; thence leaving said Lane, North 4° 55' East 200 feet to a point; thence South 84° 35' East 150 feet to a point; thence South 4° 55' West 200 feet to apoint in the northerly margin of Hart Lane; thence with the margin of the same, westerly 150 feet to the point of beginning. Being property vested as hereinabove set out.

Being the same property conveyed Zack Q. Myers and wife, Toccoa B. Myers, by deed from James Newland et ux , as recorded in Book 2536, page 561; by deed from Hobert L. Roberts and wife as recorded in Book 4252, page 117; and by deed from L. Kenneth Johnson, Trustee, as of record in Book 4251, page 773 said Register's Office.

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 L. Kenneth Johnson 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 $actual 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 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 trent 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 3rd day of August 1968

Zack Q. Myers

Toccoa B. Myers

D. W. Swindle

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Zack Q. Myers et ux, Toccoa B. Myers, and D. W. Swindle the bargainor S, 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 Goodlettsville this 3rd day of August 1968

Commission Expires July 25, 1972 Matt N. Thompson Notary Public.

STATE OF
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 { their several oaths / his oath } acknowledged { themselves / himself } to be the and respectively of the the within named bargainor, a corporation, and that { they / he } as such and being authorized so to do, executed the foregoing instrument for the purpose 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

AUG-5 68 CONV 10,000.00
AUG-5 68 S TAX A* 26.00
AUG-5 68 MORTG 10,000.00
AUG-5 68 S TAX A* 8.00
AUG-5 68 PREFE A* .50
AUG-5 68 MDEED A* 3.00 * 37.50

Notary Public

INSTALLMENT DEED

FROM Zack Q. Myers et ux Toccoa

TO D. W. Swindle

REGISTER'S OFFICE
STATE OF TENNESSEE
DAVIDSON COUNTY
Received for record this day of A.D. 19 at o'clock M.,
Noted in Book Page
Recorded in Book Page
Recording Fee County Register
By Dept. Reg.

A 07 87

IDENTIF. REFERENCE

AUG 5 3 16 PM '68
FELIX E. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Published by
TENNESSEE TITLE COMPANY
Nashville, Tenn.
Zone Office
LAWYERS TITLE INSURANCE CORPORATION
of Richmond, Virginia

MAIL - D. W. SWINDLE
P.O. BOX 8021
NASHVILLE, TENN.