Address New Owner:
Arthur H. Allen, Jr.
2908 McGavock Pike
Nashville, Tennessee

Send Tax Notices to:
Arthur H. Allen, Jr.
2908 McGAVOCK PIKE
Nashville, Tennessee 37214

This instrument was prepared by
Jno. B. Cobb, Jr., Attorney at Law
Stahlman Building, Nashville, Tenn.

INSTALLMENT DEED

BOOK 4257 PAGE 896

Map 9
Pcl Par. 90
pw

For and in Consideration of the sum of ----------

Three Thousand Seven Hundred Sixteen and No/100 -----($3,716.00)--------- Dollars,

of which Three Hundred Sixty Six and No/100 --------($366.00)---------- Dollars,

has been paid in cash by Arthur H. Allen, Jr.

the receipt of which is hereby acknowledged, and for the remainder ----------

Three Thousand Three Hundred Fifty and No/100 -----($3,350.00)---------- Dollars,

the said Arthur H. Allen, Jr. has executed his one installment deed note of even date herewith in the original principal amount of $3,350.00, payable to the order of G. Howard Wilkinson, in monthly installments of $37.20 each, the first of which is due and payable on August 15, 1968, and thereafter a like amount on the 15th day of each succeeding month, and the remaining balance of said principal sum on the 15th day of July, 1978. Said payments to be applied first to payment of interest at the rate of 6% per annum, on the principal sum or so much as shall from time to time remain unpaid, and the balance to be applied to the payment of the principal sum, until the entire amount, both principal and interest has been paid in full.

Privilege is reserved of paying any amount at any time or this note may be paid in full after one year.

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, I, G. Howard Wilkinson, unmarried

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have this day bargained and sold, and do hereby transfer and convey unto the said

Arthur H. Allen, Jr. his heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:
Land in the 14th Civil District of Davidson County, Tennessee, described according to a copy of a survey made by Arbo Engineering Company, dated June 8, 1968, as follows:
Beginning at an iron pin set in the center of proposed Hickorynut Ridge Road, the southwest corner of Fentress; thence with Fentress's line North 24° 31' West 319 feet to an iron pin; thence South 46° 57' West 200 feet to an iron pin; thence South 38° 25' West 175.2 feet to an iron pin; thence South 81° 20' West 83.6 feet to an iron pin; thence North 54° 41' West 197 feet to an iron pin set in the easterly margin of Strawberry Plains Road; thence within the right-of-way of Strawberry Plains Road, South 27° 19' West 277.4 feet to an iron pin set in the southerly margin of Strawberry Plains Road; thence within the right-of-way of said Strawberry Plains Road South 51° 09' West 107 feet to an iron pin set in the southerly margin of Strawberry Plains Road; thence within the right-of-way of Strawberry Plains Road and leaving same South 76° 29' West 306 feet to a spike set in the center of Wilkinson Road; thence along the center of Wilkinson Road South 13° 31' East 34.9 feet to a spike set in bridge crossing Spout Spring Branch; thence along said bridge and up said branch South 43° 14' East 95.5 feet to a point; thence continuing with branch South 50° 48' East 169 feet; thence continuing along said branch South 27° 14' East 105 feet, more or less, to a point in said branch; thence leaving said branch South 85° East 358 feet, more or less, to an iron pin which is set in the center of said branch; thence again leaving said branch North 40° 24' East 705 feet to an iron pin; thence North 47° 39' East 100 feet to the point of beginning, containing 9.29 acres, more or less.
Being part of the property to which title is vested in G. Howard Wilkinson, as an heir at law of T. J. Wilkinson, deceased, and by deed from J. J. Wilkinson, Jr., etal, of record in Book 2031, page 628, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to the right-of-way of proposed Hickorynut Ridge Road, Strawberry Plains Road, and Wilkinson Road, and it is understood and agreed by and between the parties that the grantee will grant such easements as may be necessary for the widening of the rights-of-way of these roads.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Arthur H. Allen, Jr., his heirs and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said Arthur H. Allen, Jr. 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 Arthur H. Allen, Jr.

do hereby transfer and convey unto Jno. B. Cobb, 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 Arthur H. Allen, Jr.

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 Arthur H. Allen, Jr. 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; 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 Arthur H. Allen, Jr., his 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 Jno. B. Cobb, 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 G. Howard Wilkinson, unmarried and Arthur H. Allen, Jr. hereunto set our hands at Nashville, Tennessee, this the ~~15th~~ 20TH day of July 19 68

G Howard Wilkinson

Arthur H. Allen Jr

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Mrs L W Williams Jr, a Notary Public in and for said County and State, the within named G. Howard Wilkinson, unmarried and Arthur H. Allen, Jr.

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 Nashville Tennessee, this 15th day of July, 19 68

Commission Expires May 3, 1970

Mrs L W Williams Jr, Notary Public.

STATE OF Tennessee
Davidson County.

Personally appeared before me, A. T. Sykes, a Notary Public in and for said County and State, the within named Arthur H. Allen, Jr.

the bargainor, 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 26 day of July, 19 68

Commission Expires My Commission Expires FEB. 10, 1971

A. T. Sykes, Notary Public.

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 OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS
$ 3,716.00
Affiant
SUBSCRIBED AND SWORN TO BEFORE ME, THIS
THE 8th DAY OF August 1968

upa sigithere

My Commission Expires NOV. 16, 1970 Notary Public

COMMISSION EXPIRES

INSTALLMENT DEED

FROM G. Howard Wilkinson

TO Arthur H. Allen, Jr.

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

A 08200

VOID Mail Fee Enclosed

IDENTIF. REFERENCE

AUG 8 10 08 AM '68

FELIX Z. NELSON II REGISTER
DAVIDSON COUNTY, TENN.

AUG-8	CONV	*3,716.00			
AUG-8	S'TAX		A*	9.62	
AUG-8	MORT'G	*3,350.00			
AUG-8	S'TAX		A*	1.30	
AUG-8	PR'FEE		A*	.50	
AUG-8	W'DEED		A*	6.00	* 17.42