DO NOT PUBLISH

Installment Deed

BOOK 4262 PAGE 923

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
W. B. Thompson (NAME)	Same (NAME)	MAP 181
4535 Old Hickory Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	PAR 41
Nashville 37211 Tenn. (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of THIRTY FIVE THOUSAND AND NO/100 ($35,000.00) *Dollars,*

of which TEN THOUSAND AND NO/100 ($10,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder TWENTY FIVE THOUSAND AND NO/100 ($25,000.00) *Dollars,*

W. B. Thompson and wife, Mildred P. Thompson *have executed* an Installment Deed Note in the principal amount of Twenty-Five Thousand and No/100 ($25,000.00) Dollars payable to the order of Fred H. Bowling and wife, Louise Bowling in ten equal annual installments of Two Thousand Five Hundred and No/100 ($2,500.00) Dollars each, plus 6% interest on the unpaid balance. First installment due and payable one (1) year from even date and a like amount, plus interest as set out above on the same day of each succeeding year until the entire amount both principal and interest has been paid in full. Buyers may pay any part on principal or pay in full at any interest paying date.

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,

Fred H. Bowling and wife, Louise D. Bowling

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

W. B. Thompson and wife, Mildred P. Thompson

their (~~successors~~), *heirs and assigns,*

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

Land in the 5th, formerly the 7th, Civil District of Davidson County, Tennessee, described according to a survey made by George W. Watkins, Surveyor, August 13, 1952, as follows:

Beginning at a point in the center of the Nolensville Road or State Highway No. 11 at the intersection of the center line of said Road and the center of Mill Creek; thence with the center of said Mill Creek north 47° 30' east 400 feet, north 71° 30' east 167 feet and south 75° east 728 feet to the common corner of the property conveyed to Hunt and Johnson; thence with the western boundary line of said Johnson property southwardly 1,991 feet, more or less, to the center of said Nolensville Road; thence with the center of said Road north 48° west 396 feet, north 40° 15' west 200 feet, north 31° 30' west 200 feet, and north 26° west 1,275 feet to the beginning, containing 34.2 acres, more or less.

Being the same property conveyed to Fred H. Bowling and wife, Louise D. Bowling by deed from J. M. Roland and wife, of record in Book 2493, page 609 Register's Office for said County.

This Instrument Was Prepared BY: Dewey W. Pedigo
Of The Law Firm Pedigo & Saindon
Stahlman Building: Nashville, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 35,000

Subscribed and sworn to before me, this the 7th day of Aug 1968

W. B. Thompson
Affiant

My commission expires: Nov. 16 1968
(Affix Seal)

Edward W. Neal
Notary Public

The above described property is conveyed subject to:

1. Easement for right of way for public highway as described in an instrument of record in Book 2734, page 609 Register's Office for Davidson County, Tennessee.

2. Easement for right of way to Gulf Interstate Gas Company, more fully described in an instrument of record in Book 2242, page 253, Register's Office for Davidson County, Tennessee.

3. Easement vested in Columbia Gulf Transmission Company by an instrument of record in Book 3536, page 631 Register's Office for Davidson County, Tennessee.

4. Easement for right of way of Nolensville Road or State Highway No. 11 and Culbertson Road lying within boundaries as hereinafter described and as shown on survey of premises made by Geo. W. Watkins, Surveyor, August 13, 1952.

5. The pending litigation of a Gas Line Easement between Columbia Gulf Transmission Company and the Grantors is not a part of this transaction and any damages or proceeds shall be payable to the Grantors... The Grantees agrees toassist the Grantors in this cause, and sign any necessary documents.

6. Possession of property is to be given 30 days from even date except approximately 18 acres along Nolensville Road and Mill Creek now planted in corn and possession of this is to be given on or before January 1, 1969. Rental on the 18 acres has already been paid to the Grantors and they shall retain the same.

7. Taxes for current year is to be paid by Grantees.

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 W. B. Thompson and wife, Mildred P. Thompson, 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 1968 taxes which are to be paid by buyer.

AUG23	CONV	35,000.00			
AUG23	MORT	25,000.00			
AUG23 S'TAX			A*	91.00	
AUG23 S'TAX			A*	23.00	
AUG23 PR'FEE			A*	.50	
AUG23	WDEED		A*	4.50	* 119.00

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* W. B. Thompson and wife, Mildred P. Thompson, 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 W. B. Thompson and wife, Mildred P. Thompson *hereinafter referred to as trustors, hereby transfer and convey unto* Dewey W. Pedigo, *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, shall be allowed, and 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 22 day of August, *19* 68

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IDENTIF. REFERENCE T

AUG 23 12 24 PM '68

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

X W B Thompson

X Mildred P. Thompson

X Fred H Bowling

X Louise D Bowling

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Edward W. Hill, *a Notary Public in and for said County and State,* Fred H. Bowling and wife, Louise D. Bowling, W. B. Thompson and wife, Mildred P. Thompson, *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* 22 *day of* August, *19* 68

Edward W. Hill
Notary Public

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Commission expires Nov. 16, 1968