BOOK 4267 PAGE 166

Map 98 Par 40.1 R5

FORM 1003 INSTALLMENT DEED — TENNESSEE TITLE COMPANY

FOR AND IN CONSIDERATION OF the sum of Eleven Thousand and Five Hundred Dollars ( $ 11,500.00) DOLLARS

of which $6,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees

Carl H. Limbaugh as executed his note dated this date in the amount of Five Thousand Five Hundred Dollars ( $ 5,500.00) payable at the rate of One Hundred dollars ( $ 100.00) per month, the first payment due on October 10th, 1968, and the balance monthly thereafter on the tenth of each month consecutively. Interest at the rate of Six per-cent (6%) of the un-paid balance to be credited first to interest and the remainder to be credited on the unpaid balance. Said note payable to A.T. Jacobs and wife Pearl Sanders Jacobs

Send Tax Bills To Carl H. Limbaugh
Earhart Rd.
Hermitage Tenn 37076

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 A.T. Jacobs and Pearl Sanders Jacobs

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Carl H. Limbaugh a widower,

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

A tract of land in the 4th Civil District of Davidson County, Tennessee, being the north part of Lot No. 6 of the Jacobs Farm, described partly according to a survey made by Robert H. Meade, dated May 3, 1958, as follows:

BEGINNING at a point in the east margin of Earhart Road, at the northwest corner of part of Lot No. 6 conveyed to Mrs. Emma Crain by A. T. Jacobs and wife, as of record in Book 4108, page 563, Register's office; thence with said road, North 5° 15' east 181 feet more or less to the line between Lots Nos. 6 and 7; thence along said line, south 88° 13' east 198.9 feet more or less to the rear corner of Lots Nos. 5 and 6; thence southerly with the line between said lots 187.35 feet more or less to the northwest corner of said Crain lot; thence with her north line, north 82° 30' west 175.8 feet to the beginning.
Being part of the property vested as herinabove set out.

This instrument prepared by Burt Francis, Attorney,
440 ~~Third~~ Main ~~Bank~~ Bldg
J.C. Bradford Bldg., Nashville, Tenn 37219

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 Burt Francis 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 $ 6,000.00 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 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, all at the expense 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 grantors 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 trust may be required, the lawful owner and holder of said Lien note, 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 10th day of September, 19 68.

A. T. Jacobs

Pearl Sanders Jacobs

Carl H. Limbaugh

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $ 11,500.00 Affiant Carl H. Limbaugh

Subscribed and sworn to before me this 10 day of Sept 1968

Deputy Register S Gentry

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Kathryn Zarini, a Notary Public in and for said County and State, the within named A.T. Jacobs, Pearl Sanders Jacobs and Carl H. Limbaugh the 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 Nashville this 10th day of September, 1968

My Commission Expires May 7, 1972. Kathryn Zarini, 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 { 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 on this the day of , 19

My commission expires , Notary Public

| | | | | | |
|---|---|---|---|---|---|
| SEP 10 68 | CONV | | 11,500.00 | | |
| SEP 10 68 | MORT'G | | *5,500.00 | | |
| SEP 10 68 | S'TAX | | A* | 29.90 | |
| SEP 10 68 | S'TAX | | A* | 3.50 | |
| SEP 10 68 | PR'FEE | | A* | .50 | |
| SEP 10 68 | W'DEED | | A* | 3.00 | * 36.90 |

INSTALLMENT DEED

FROM

A.T. JACOBS, ET AL

TO

CARL H. LIMBAUGH

Return to

STATE OF TENNESSEE
DAVIDSON COUNTY

REGISTER'S OFFICE 3076

Received for record this day of A. D. 19 at o'clock M.

Noted in Book Page

Recorded Page

Recording

County Register Dept. Reg.

By

A 1 2 3 9 0

IDENTIF. REFERENCE

SEP 10 11 32 AM '68

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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