New Owners: G. P. West et ux [Send tax notices to: G. P. West et ux
Address: Route 1 [Address: Route 1, Little Marrowbone Road
Little Marrowbone Rd. [Joelton, Tennessee
Joelton, Tennessee [

Map 38
P/o Par. 15 m.o.

Installment Deed

BOOK 4275 PAGE 1

FOR AND IN CONSIDERATION of the sum of SIXTEEN THOUSAND AND NO/100---------- ---------- ($16,000.00)-------- *Dollars, of which* ONE THOUSAND FIVE HUNDRED AND NO/100---------- ---------- ($1,500.00) *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* FOURTEEN THOUSAND FIVE HUNDRED AND NO/100----------($14,500.00) *Dollars,*

the grantees hereinafter named do hereby agree to assume and promise ~~xxx~~ ~~xxxxxxx~~ to pay the unpaid balance,now being in the amount of $8,455.50, of an indebtedness owing to Edmund Percy Sellick and wife, Elizabeth H. Sellick, secured by a vendor's lien retained in the deed of record in Book 3612, page 322,Register's Office for Davidson County, Tennessee; and the unpaid balance, now being in the amount of $3,178.30, owing to R. J. Watts and Estelle Cullum Watts, and secured by a deed of trust of record in Book 3625, page 445, said Register's Office; and the said grantees have also executed their joint promissory note of even date herewith in the principal amount of $2,866.20, payable to the order of the grantors hereinafter named in monthly installments of $40.00 each, plus interest at the rate of 6% per annum, beginning October 2, 1968, and thereafter as provided therein,

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, We, JAMES O. ANDERSON AND WIFE, PATRICIA MARGARET ANDERSON, herein called the grantors,

have this day bargained and sold, and do hereby transfer and convey unto ~~the said~~ G. P. WEST AND WIFE, MARGUERITE WEST, herein called the grantees,

their ~~xxxxxxxx~~, *heirs and assigns, certain real estate in* Davidson *County, Tennessee, as follows:*

Land in the 14th Civil District of Davidson County, Tennessee, being parts of Tracts Nos. 2 and 3 described in a deed to James O. Anderson and wife, from Edmund Percy Sellick and wife, of record in Book 3612, page 322, Register's Office for said County, described partly by a survey made in August, 1933, by Erla Drake, County Surveyor, and partly by a survey made on September 14, 1968, by John Bates as follows:

Beginning in the center of Spicewood Branch, same being the original beginning point of Tract No. 2 as described in the aforesaid deed; thence with said branch as follows: North 20° 00' West 72.6 feet, North 10° 00' West 186.5 feet, North 4° 00' West 79.2 feet, North 18° 30' West 239.91 feet, North 44° 00' West 165 feet, Northwardly 132 feet, North 52° 00' West 108.9 feet, and North 31° 00' West 101 feet; thence leaving said branch and running with the boundary of the remaining property of James O. Anderson and wife North 65° 00' East 137 feet, as measured horizontally, to a stake and pin; thence North 18° 00' West 441 feet to a stake and pin; thence North 66° 30' West 157 feet to a stake; thence North 11° 00' West 492 feet along the East side of James O. Anderson's access road; thence North 15° 00' West 114 feet to a stake; thence North 28° 00' West 120 feet along the East margin of said road to a stake; thence North 27° 00' West 185 feet to a stake; thence North 2° 00' West 99 feet to a stake at the edge of access road and near the South side of bridge crossing Marrowbone Creek; thence North 23° 30' East 170 feet crossing Marrowbone Creek and also crossing a small part of Tract No. 3 described in the aforesaid deed to James O. Anderson and wife to a stake in the right-of-way line of county road and fence line;

(This instrument was prepared by James A. Lesemann, Attorney at Law, 320 Gallatin Road, Madison, Tenn.)
James A. Lesemann

thence North 36° 30' East 171 feet to a pin in edge of old Marrowbone Road, same being the point of beginning of the aforesaid Tract No. 3; thence South 21° 30' East 376.2 feet to the center of Little Marrowbone Creek; thence up said creek with its meanders as follows: North 61° 00' East 825 feet, South 82° 00' East 277 feet and North 74° 30' East 600 feet to the northwest corner of the land now or formerly owned by Joseph Mullins, a large red oak pointer on the south bank of said creek; thence with the western boundary line of said tract of land now or formerly owned by Joseph Mullins as follows: Southwardly 1,254 feet, more or less, to a stone, South 31° 00' West 528 feet to a black oak, South 29° 00' West 193 feet to a black oak and South 27° 30' East 980.1 feet to a small chesnut; thence westwardly 1,155 feet to the point of beginning, containing 77.48 acres, more or less.

Being part of the same property conveyed to James O. Anderson and wife, Patricia Margaret Andersnn, by deed from Edmund Percy Sellick and wife, Elizabeth H. Sellick, of record in Book 3612, page 322, Register's Office for Davidson County, Tennessee.

The said grantors also transfer and convey to the said grantees an easement for ingress and egress to the above described property over an existing roadway and bridge extending from Marrowbone Road along a northerly portion of the westerly boundary of the above described property, and the said grantees do hereby agree and promise to pay fifty percent (50%) of the cost of maintaining said bridge and that portion of said roadway used by them.

This is unimproved property, located at Route 1, Little Marrowbone Road, Joelton, Tennessee.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto, belonging, to the said grantees, their ~~xxxxxxxxx~~ *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 as stated herein.

said grantors,
We, the/ *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* grantees, their ~~xxxxxxx~~), *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 grantees *hereinafter referred to as trustors, hereby transfer and convey unto* Harlan Dodson, *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 $ ~~xxxxxx~~ at ~~xxxx~~ *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 3rd *day of* October, *19* 68.

G P West
(G. P. West)

James O. Anderson
(James O. Anderson)

Marguerite West
(Marguerite West)

Patricia Margaret Anderson
(Patricia Margaret Anderson)

STATE OF TENNESSEE
COUNTY OF Davidson

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* James O. Anderson and wife, Patricia Margaret Anderson, and G. P. West and wife, Marguerite West, *the within named bargainors, 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 Madison, Tennessee, *this* 3rd *day of* October, *1968.*

Commission expires 4-14-71

James O. Anderson *Notary Public*

JAMES O. L... NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

STATE OF _____

COUNTY OF _____

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 _____

OCT-4 68 CONV 16000.00
OCT-4 68 MORTG *2[illegible]56.20
OCT-4 68 STAX A* 41.60
OCT-4 68 TAX A* .90
OCT-4 68 PRTFEE A* .50
OCT-4 68 WDEED A* 6.00 * 49.00

STATE OF TENNESSEE

COUNTY OF _____

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* _____ *be 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 _____

STATE OF TENNESSEE
COUNTY OF Davidson

I hereby swear, or affirm, that the actual consideration for this transfer, or value of the property transferred, whichever is greater is $16,000.00; which amount is equal to or greater than the amount which the property would command at a fair and voluntary sale.

G P West
Affiant

Subscribed and sworn to before me this the 3 day of Oct. 1968

James R. Thomas
Notary Public

Commission Expires: 4-14-71

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

INSTALLMENT DEED

FROM

JAMES O. ANDERSON ET UX

TO

G. P. WEST ET UX

A 15675

'IDENTIF. REFERENCE'

OCT 4 12 58 PM '68

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

Madison Title Company
MADISON, TENNESSEE

Representing

Southern Title Insurance Company
4277 Lyons View Pike
KNOXVILLE, TENNESSEE