Installment Deed

BOOK 4280 PAGE 290

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mr. Jesse Goodwin	Home Federal Savings & Loan	5D-33411
3114 Whigate (NAME: / STREET ADDRESS OR ROUTE NUMBER)	L & C. Tower (NAME: / STREET ADDRESS)	
Nashville Tenn. (CITY / P. O. ZONE / STATE)	Nashville, Tennessee (CITY / ZONE / STATE)	

FOR AND IN CONSIDERATION of the sum of ----------($13,000.00)----------

Thirteen Thousand and no/100----------*Dollars,*

of which Three Thousand and no/100----------

----------($3,000.00)----------*Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder a part of the said Jesse Goodwin and wife, Betty Sue Goodwin have assumed and agreed to pay a combined loan /dollars/ for a present balance of $8,500.00/ to Home Federal Savings & Loan Association secured by Deeds of Trust of record in Book 3482, page 117 and Book 3682, page 625, Register's /office/executed

Office for Davidson County, Tennessee and for the remaining Fifteen Hundred($1,500.00)Dollars, the purchasers have executed thier note, for that amount, with interest from date at the rate of 6% per annum, payable Fifty($50.00)Dollars monthly beginning August 20,1971. The first payments will be applied to accrued interest. When the interest is paid to current payments the interest will first be deducted and the balance applied on the principal. Said note payable to the order of Obera Carroll,

This Instrument was prepared by:
DODSON BATSON, Attorney
702 First Amer. Nat'l Bk. Bldg.
Nashville, Tennessee

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,

I, OBERA CARROLL, SURVIVING WIDOW OF BARNEY CARROLL, DECEASED

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

JESSE GOODWIN AND WIFE, BETTY SUE GOODWIN

their /successors/, *heirs and assigns,*

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

Land in the 5th Civil District of Davidson County, Tennessee, being the southerly part of Tract 1 of theE.A.Roller's 40.85 acre tract, described partly from a survey of Ralph W.C.Lambert, October 29,1961, as follows:

BEGINNING at an iron pin in the easterly margin of Benzing Road at the original southwest corner of the Rollers tract as conveyed by deed 236, page 136, Register's Office; and being the northwest corner of the Clifford Thomas, Sr. property; thence along the Road, North 25°15' East 148.1 feet to the southwest corner of the property conveyed to Frank L.Goodwin and wife, of record in Book 3428, page 205; thence east 441 feet to a point in a fenceline; Goodwin;s southeast corner; thence along the fence line, South 25°15' West 134.1 feet to an iron pin in Thomas north line; thence with the fence row, North 85°45' West 441.5 feet to the beginning.

Being part of the property conveyed to Barney Carroll and wife, Obera Carroll by deed from W.G.Payne and wife, of record in Book 3346, page 1, said Register's Office, the said Barney Carroll having since died.

Escrow account transferred to Purchasers with assumption of taxes and insurance.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 13,000.00

Subscribed and sworn to before me, this the 21 day of October 1968

Jesse Goodwin
Affiant

My commission expires: 1-24-70
(Affix Seal)

Notary Public

OCT 22 00	CONV	13,000.00				
OCT 22 00	S TAX		B*	33.80		
OCT 22 00	PR FEE		B*	.50		
OCT 22 00	W DEED		B*	6.00	*	40.30

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 Jesse Goodwin and wife, Betty Sue Goodwin their *(successors),* *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* Jesse Goodwin and wife, Betty Sue Goodwin, 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 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 Jesse Goodwin and wife, Betty Sue Goodwin *hereinafter referred to as trustors, hereby transfer and convey unto* Dodson Batson, *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 21 *day of* October, *19* 68.

Obera Carroll

Obera Carroll

Jesse Goodwin

Jesse Goodwin

Betty Sue Goodwin

Betty Sue Goodwin

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Ellouise Bailey, *a Notary Public in and for said County and State,* Obera Carroll and Jesse Goodwin and wife, Betty Sue Goodwin

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 Nashville *Tennessee, this* 21 *day of* October, *19* 68.

Ellouise Bailey *Notary Public*

Commission expires 1/24/70

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.....

Commission expires..... .....*Notary Public*

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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 .....he 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.....

Commission expires..... .....*Notary Public*

Mail to: Jesse Goodwin
3115 Whitegate Ave.
Nashville, Tenn.

INSTALLMENT DEED

FROM

OBERA CARROLL

TO

JESSE GOODWIN, ET UX

A 17945

IDENTIF. REFERENCE

OCT 22 8 56 AM '68

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

GUARANTY TITLE
Office of
CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE