This instrument was prepared by CLYDE P. HOLLAND, Attorney. Law Firm of Warfield, Entrekin & Jones, Third National Bank Building, Nashville, Tennessee, 37219.

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD-4

FROM

WINDER L. EMERY and wife,
EVELYN D. EMERY

TO

IRA L. WOFFORD and wife,
SUE O. WOFFORD

For draftsman's use

BOOK 4312 PAGE 196

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
IRA L. WOFFORD and wife (NAME)	SAME AS NEW OWNER (NAME)	Map 118-19
3400 PLEASANT VALLEY RD. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Pcl. 103
NASHVILLE, TENNESSEE (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 14,500.00 Ira L. Wofford
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 11 DAY OF January 1968.

Clyde P. Holland
Notary Public

MY COMMISSION EXPIRES: 5-3-70

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of FOURTEEN THOUSAND, FIVE HUNDRED AND NO/100 ($14,500.00) DOLLARS

of which $ 1,436.37 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for part of the remainder the said grantees assume and agree to pay the unpaid balance of $8,663.63 of an indebtedness in the original principal amount of $12,000.00 secured by a deed of trust to Herschel Greer, Trustee, of record in Book 2773, page 547, Register's Office for Davidson County, Tennessee, and for the remainder the said IRA L. WOFFORD and wife, SUE O. WOFFORD have executed one note of even date herewith in the principal sum of FOUR THOUSAND, FOUR HUNDRED AND NO/100 ($4,400.00) Dollars, payable to the order of WINDER L. EMERY and wife, EVELYN D. EMERY, in 120 monthly installments of $49.97 each, which includes both principal and interest from date at the rate of six and one-half (6-1/2%) percent per annum, the first installment falling due on the 1st day of March, 1969, and the others, monthly thereafter until the principal and interest have been paid in full.

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,

WINDER L. EMERY and wife, EVELYN D. EMERY

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto IRA L. WOFFORD and wife, SUE O. WOFFORD

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

Land in Davidson County, Tennessee, being Lot No. 24 on the Map of Pleasant Valley, as of record in Book 1424, page 63, Register's Office for said County, described as follows:

BEGINNING at a point in the northeasterly margin of Greenvale Drive, now Pleasant Valley Road, at the corner of Lots Nos. 23 and 24; thence with the line between said lots, northeasterly 220.8 feet to a point; thence easterly 43 feet to a railroad spike in the south side of a 36 inch Black oak tree 8 inches from the ground on the east bank of Brown's Creek Branch; thence south 6° 19' east 139.1 feet to the corner of Lots Nos. 24 and 25; thence with the line between said lots, southwesterly 184.2 feet to the margin of Greenvale Drive, now Pleasant Valley Road; thence with the margin of the same northwesterly around a slight curve, 57 feet to the beginning.

BEING the same property conveyed to Winder L. Emery and wife, Evelyn D. Emery by deed from Charles M. Magarian of record in Book 3435, page 275, Register's Office for said County.

THIS CONVEYANCE is made subject to a 10-foot easement along the rear of the lot for public utilities and an easement for the flow of Brown's Creek across the rear of the lot, 30-foot setback line from Greenvale Drive and conditions of owners certificate as shown on Plan of record in Book 1424, page 63 and to restrictions of record in Book 1452, page 299 and Book 1632, page 427, said Register's Office.

This is improved ( ) unimproved property, known as 3400 (House Number) PLEASANT VALLEY ROAD (Street) NASHVILLE P. O. Address: (City or Town) (Postal Zone)

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 ERVIN M. ENTREKIN 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 $ [illegible] 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 advise 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 the grantees 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 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 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 11th day of February 1969.

Ira L. Wofford
IRA L. WOFFORD

Winder L. Emery
WINDER L. EMERY

Sue O. Wofford
SUE O. WOFFORD

Evelyn D. Emery
EVELYN D. EMERY

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, [illegible], a Notary Public in and for said County and State, the within named IRA L. WOFFORD and wife, SUE O. WOFFORD and WINDER L. EMERY and wife, EVELYN D. EMERY the 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 11th day of February, 1969

Clyde D. Holland, Notary Public

Commission expires 5-3-70

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, [illegible], a Notary Public of the State and County aforesaid, personally appeared [illegible], with whom I am personally acquainted, and who, upon oath, acknowledged self to be [illegible] of the [illegible], the within named bargainor, a corporation, and that he as such [illegible], being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by self as [illegible].

Witness my hand and seal at office in [illegible], this [illegible] day of [illegible], 19[illegible].

[illegible], Notary Public.

Commission expires [illegible]

FILED FEB 24 11 12 AM '69
FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

IDENTIFICATION REFERENCE A 31351

FEB24 68 CONV 14,500.00
FEB24 68 MORTG *4,400.00
FEB24 68 S'TAX A* 37.70
FEB24 68 S'TAX A* 2.40
FEB24 68 PR'FEE A* .50
FEB24 68 W'DEED A* 3.00 * 43.60

Maile Arnold Entrekin & Cook
1400 First Nat'l Bank Bldg