Installment Deed

THIS INSTRUMENT PREPARED BY
DEARBORN, BERRY & WARNER, ATTYS.
400 COMMERCE UNION BANK BLDG.
NASHVILLE, TENNESSEE 37219

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mr. JerryD. Chesnut	Same	Map 4
(NAME:) 8531 Huffman Road	(NAME:) BOOK 4329 PAGE 195	Par. 11
(STREET ADDRESS OR ROUTE NUMBER) Joelton, Tennessee	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	Part

FOR AND IN CONSIDERATION of the sum of Thirty-nine Thousand ($39,000.00)- - - -

southwest corner of this land, thence North 2½° E. 106 Poles to a point in Sycamore Creek; thence with said creek as follows: North 57½° E. 36 poles, North 72½° E. 19 poles to a point in the creek, North 58° E. 10 poles to a point in said Creek at the mouth of a drain; thence with the line of the Spain land now owned by Thompson South 2½°W. 134.5 poles to a point at the mouth of a small drain in the line of Hall formerly Adcock, close to a small precipice near the head of a deep hollow; thence with said Hall's line South 87½° W. 55.5 poles to the beginning, containing 42.2 acres, more or less, by Planimeter calculation,

TRACT NO. 3. A certain tract of land situated in the 14th Civil District of Davidson County, Tennessee, now owned by J. W. Spain Estate, described according to a survey made by J. R. Scott, County Surveyor, as follows: Beginning at a point in the center of Sycamore Creek in the east edge of Whites Creek Pike, corner to John Perry; thence with the east edge of said Pike, south 21° east 24 poles; south 8° east 14.5 poles to the point of intersection of the North edge of the County Road with White Creek Pike; thence with the north edge of said County Road, north 36° east 10 poles; north 71° east 6 poles; north 80° east 17 poles to a point in the south edge of the Turn-hole on Sycamore Creek, corner to J. W. Spain in Richard Hall's line; thence north 3° east 25 poles to a black oak tree, now down, corner to J. W. Spain in John Perry's line; thence with a bluff and Sycamore Creek, south 84°west 24 poles; north 88° west 17 poles to the beginning containing 6.6 acres.

Being the same property conveyed to G. Gordon Allen and wife, DeFrances Allen, by installment deed from Mrs. Christine H. Thompson of record in Book 2440, page 88, Register's Office for Davidson County, Tennessee, and of record in Deed Book No. 116, page 319, Register's Office for Robertson County, Tennessee, the said G. Gordon Allen having since died.

This conveyance is subject to easements to Hope Nat. Gas Co., recorded in Deed Book 93, page 355, and in Deed Book 93, page 371, also easements to Tenn. Gas Transmission Co., in Deed Book 103, page 197, and in Deed Book 106, page 337, Register's Office for Robertson County, Tenn. Also easement for right-of-way for gas main as set out in Book 1181, page 459, R.O.D.C Tenn.

This is unimproved ( ) improved (X) property, known as 8531 Huffman Road, Joelton, Tennessee.
(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 Jerry D. Chesnut and wife, Dorothy Chesnut, 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,* except as above and except for lien of 1969 real property taxes.

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Jerry D. Chesnut and wife, Dorothy Chesnut, 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 Jerry D. Chesnut and wife, Dorothy Chesnut, *hereinafter referred to as trustors, hereby transfer and convey unto* William N. Dearborn, *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 29th *day of* April, *19* 69

DeFrances (Mrs. G. G.) Allen

Jerry D. Chesnut

Dorothy Chesnut

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Dorothy Tillis, *a Notary Public in and for said County and State,* DeFrances (Mrs. G. G.) Allen,

the within named bargainor....., with whom I am personally acquainted, and who acknowledged that she *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, *Tennessee, this* 29th *day of* April, *19* 69.

Dorothy Tillis, *Notary Public*

Commission expires July 31, 1972

STATE OF TENNESSEE }
COUNTY OF }

Personally appeared before me, Eloise E. Dowe, *a Notary Public in and for said County and State,* Jerry D. Chesnut and wife, Dorothy Chesnut,

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* 29th *day of* April, *19* 69.

Eloise E. Dowe *Notary Public*

Commission expires January 20, 1971.

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* .....

.....*Notary Public*

Commission expires .....

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $ 39,000. Affiant Wayne L. Taylor
Subscribed and sworn to before me this 29 day of April 19 69
Deputy Register B Bumble

APR29'69	CONV	39,000.00			
APR29'69	MORT'G	29,000.00			
APR29'69	S'TAX		B*	101.40	
APR29'69	S'TAX		B*	27.00	
APR29'69	PR'FEE		B*	.50	
APR29'69	WDEED		B*	6.00	* 134.90

INSTALLMENT DEED

FROM
DeFRANCES ALLEN

TO
JERRY D. CHESNUT, ET UX

A 38847

IDENTIF. REFERENCE

Apr 29 3 01 PH '69

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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