Mail tax bill to: Charles H. Osborne, Route 3, Nashville, Tenn.

Map 46
Par. 66-67

INSTALLMENT DEED

BOOK 4333 PAGE 939

For and in Consideration of the sum of THIRTEEN THOUSAND TWO HUNDRED AND NO/100 ($13,200.00) Dollars, of which One Thousand Two Hundred and No/100 ($1,200.00) Dollars, has been paid in cash by Charles H. Osborne and wife, Mary Louise Osborne, the receipt of which is hereby acknowledged, and for the remainder of Twelve Thousand and No/100 ($12,000.00) Dollars, the said Charles H. Osborne and wife, Mary Louise Osborne, have executed their joint promissory lien note of even date herewith payable to the order of Hooper Jones, in the principal sum of Twelve Thousand and No/100 ($12,000.00) Dollars, payable in monthly installments as follows, namely: On the 17th day of June, 1969, the sum of Seventy Five and No/100 ($75.00) Dollars, and thereafter a like amount on the 17th day of each succeeding month thereafter and the remaining balance of said principal sum on the 17th day of May, 2009. Said payments to be applied first to payment of interest at the rate of 7% per annum, on the principal sum or so much as shall from time to time remain unpaid, and the balance to be applied to the payment of the principal sum, until the entire amount, both principal and interest has been paid in full,

THIS INSTRUMENT WAS PREPARED BY
NEIL ROBERTSON, Atty.
ASHLAND CITY, TENN.

[redacted], and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, I, Hooper Jones, a single man,

have this day bargained and sold, and do hereby transfer and convey unto the said Charles H. Osborne and wife, Mary Louise Osborne, and their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: Being three tracts of land in the 13th Civil District of Davidson County, Tennessee, described as follows:

TRACT I: Beginning at a double stake in the center of Bull Run Road, same being Rufus Gallaher, Jr.'s northeast corner; thence N. 86° W. 29-3/4 poles to a stone; thence N. 50-3/4° E. 20 poles to a culvert in said Bull Run Road; thence with said Road S. 47½° E. 4½ poles; thence south 40° E. 15-1/10 poles to the beginning, containing 1.7 acres, more or less.

TRACT II: Beginning at a spike in the middle of Bull Run Road and running S. 29° E. 141 feet to a spike; thence N. 65° 15' W. 342 feet to a white oak tree in fence; thence S. 86° E. 240 feet to the beginning, containing 0.32 acres.

TRACT III: Beginning at a point in the center of Bull Run Road, corner of the property now owned by Lankford; thence with the center line of said Road, S. 25° 15' E. 120 feet, more or less; thence S. 82° 30' W. 805 feet, more or less to an iron pin at a 12-inch oak tree; thence along the top of the ridge N. 57° 30' W. 630 feet, more or less to an iron pin in a fence; thence N. 2° E. 88 feet to an oak tree; thence S. 86° E. 973 feet along a fence to a point near a 10-inch white oak tree, corner of Lankford's property; thence S. 65° 15' E. 342 feet, along the boundary of said property of Lankford, to the beginning, consisting of 7.75 acres, more or less.

And being the same three tracts of land conveyed to Hooper Jones, by deed from E. L. Lankford and wife, of record in Book 4302, Page 779, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to an agreement of record in Book 2633, page 192, and that portion of the premises embraced within the bounds of any roads or highways.

No timber is to be cut off the property until the venders lien note is paid.

Seller shall not have the right to sell said property and have the purchaser assume the venders lien hereinabove described without the written approval of the holder of said note.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Charles H. Osborne and wife, Mary Louise Osborne, and their 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 for 1969 taxes which are assumed by Grantees.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said Charles H. Osborne and wife, Mary Louise Osborne, and 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 Charles H. Osborne and wife, Mary Louise Osborne,

do hereby transfer and convey unto Homer J. Tidwell, Jr., 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 Charles H. Osborne and wife, Mary Louise Osborne,

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 $ insurable value 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 interst 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 Charles H. Osborne and wife, Mary Louise Osborne, 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 trust 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; 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 us 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 Homer J. Tidwell, Jr., Trustee, shall be vested in said successor.

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 Hooper Jones and Charles H. Osborne and wife, Mary Louise Osborne, hereunto set our hands at Ashland City, Tennessee, this the 17th day of May 19 69

Hooper Jones

Charles H. Osborne

Mary Louise Osborne

I, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $13,000.00, which amount is equal to or greater than the amount which the property would command at a fair and voluntary sale.

Charles H. Osborne
Affiant

Subscribed and sworn to before me this the 17 day of May 1969

Neil Robertson
Notary Public Comm. exp. May 21, 1969

STATE OF TENNESSEE
CHEATHAM ~~Davidson~~ County

Personally appeared before me, Neil Robertson, a Notary Public in and for said County and State, the within named Hooper Jones and Charles H. Osborne and wife, Mary Louise Osborne,

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 Ashland City Tennessee, this 17th day of May, 19 69

Neil Robertson, Notary Public.

Commission Expires May 21, 1969

STATE OF _____
_____ County.

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

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 _____ this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE
Davidson 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 office at _____ on this the _____ day of _____, 19____.

My commission expires _____

_____
Notary Public

INSTALLMENT DEED

FROM

HOOPER JONES

TO

CHARLES H. OSBORNE ET UX

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

A 40966

IDENTIF. REFERENCE

MAY 19 10 38 AM '69

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

JOHN TOOLEY CO., NASHVILLE

MAY 19	CONV	13,200.00		
MAY 19	MORT'G	12,000.00		
MAY 19	S'TAX		A* 34.32	
MAY 19	S'TAX		A* 10.00	
MAY 19	PR'FEE		A* .50	
MAY 19	W'DFED		A* 6.00	* 50.82