NEW OWNERS: Jack E. Williams, et ux
R # 4- Dry Creek Road
Goodlettsville, Tenn. 37072

SEND TAX NOTICES TO: SAME

BOOK 4334 PAGE 229

This instrument prepared by
JOHNSON & EDWARDS
ATTORNEYS AT LAW
303 3rd AVENUE, NORTH
NASHVILLE, TENNESSEE 37201

Installment Deed

FOR AND IN CONSIDERATION of the sum of TWENTY THOUSAND, FIVE HUNDRED AND NO/100---
----------($20,500.00)----------Map 25 *Dollars,*
of which ----------EIGHT THOUSAND AND NO/100-----Pal. 42-43 pt
----------($8,000.00)---------- *Dollars, has been paid in cash,*
the receipt of which is hereby acknowledged, and for the remainder TWELVE THOUSAND, FIVE HUNDRED
AND NO/100----------($12,500.00)---------- *Dollars,*
Jack E. Williams and wife, Robbie P. Williams,
have executed
their one joint note of even date, herewith, payable to the order of J. L. Stockton, Sr. and wife, Martha K. Stockton, Four Thousand and no/100 Dollars ($4,000.00) September 1, 1969, due on or before this date, without interest, Four Thousand and no/100 Dollars ($4,000.00) due on or before January 1, 1970, without interest, and thereafter, One Thousand and no/100 Dollars ($1,000.00) per month with first such payment due February 1, 1970, plus interest at six per cent (6%)

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, J. L. Stockton, Sr. and wife, Martha K. Stockton,

have this day bargained and sold, and do hereby transfer and convey unto the said Jack E. Williams and wife, Robbie P. Williams, their
(successors), *heirs and assigns,*

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

A tract of land in the 10th, formerly the 20th Civil District of Davidson County, Tennessee, described according to a copy of a survey thereof, made by J. R. Wauford & Company, May 23, 1952, as follows:

BEGINNING at a point in the center line of Dry Creek Road, at the intersection of said road and an old roadway, near Dry Creek; thence along the center line of Dry Creek Road as follows: South 38° East 100 feet, South 44° East 112 feet, South 51° East 40 feet; thence leaving said Road, South 3° West 65.8 feet to an iron pin; thence South 55° East 223 feet to a fence post; thence South 4° West 1142 feet to a stone; thence North 86° West 1310 feet to a stone; thence North 1½° East 1282 feet to the center of Dry Creek; thence with the center of said Dry Creek as follows: South 44° East 53 feet, South 81° 45' East 181 feet, South 66° East 274 feet, North 63° 30' East 134 feet, South 71° 45' East 96 feet, North 43° 30' East 97 feet, North 69° 30' East 286 feet, to a point on the North bank of said Creek, being an iron pin near the Southerly margin of an old roadway; thence along the margin of said roadway, North 63° East 136.5 feet to the point of beginning, and containing 40.62 acres, more or less.

BEING a portion of the same property conveyed to J. L. Stockton and wife, Martha K. Stockton, by deed from James C. Dickerson and wife, Edith Mae Dickerson, as of record in Book 2084, page 125, Register's Office for Davidson County, Tennessee.

NOTE: INCLUDED IN THE ABOVE DESCRIPTION BUT EXPRESSLY EXCLUDED ARE TWO (2) SMALL TRACTS OF LAND, a 3.63 acres as conveyed to Lovell Richardson, et ux as of record in Book 4237, page 880, Register's Office for Davidson

NOTE (cont.):

County, Tennessee, and a 5½ acre tract conveyed to James L. Stockton, Jr., et ux, as of record in Book 3157, page 579, Register's Office for Davidson County, Tennessee.

AN ADDITIONAL small tract of land in the 10th formerly the 20th Civil District of Davidson County, Tennessee, on Dry Creek Road which ajoins the James L. Stockton, Jr. tract of land and fronts 90 feet on the Westerly side of Dry Creek road and runs back 138 feet on the Northerly line and 81 feet on the Southerly line and measures 90 feet more or less on Dry Creek; THERE IS ALSO, conveyed an easement off of a private road for ingress and egress to a concrete bridge across a small stream of water to be used by Grantees their heirs and assigns forever.

BEING a portion of the property conveyed to James L. Stockton, Sr., and wife, by deed as of record in Book 2095, page 194, Register's Office for Davidson County, Tennessee.

The actual consideration for this transfer or value of property (whichever is greater) is $20,500.00. This is equal to or greater than the property would bring at a fair and voluntary sale.

Jack E. Williams

Sworn to and subscribed before me this 14th day of May, 1969.

Notary Public

My Commission Expires: 3/12

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto, belonging, to the said Jack E. Williams and wife, Robbie P. Williams, their

We, James L. Stockton, Sr., and wife, Martha K. Stockton, (successors), *heirs and assigns forever.* /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, James L. Stockton, Sr., and wife, Martha K. Stockton,

/ *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Jack E. Williams and wife, Robbie P. Williams, 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 Jack E. Williams and wife, Robbie P. Williams,

hereinafter referred to as trustors, hereby transfer and convey unto L. Kenneth Johnson, *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 $*actual value*, 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 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.

BOOK 4334 PAGE 231

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 14 *day of* May, *19* 69.

Jack E. Williams

Jack E. Williams

Robbie P. Williams

Robbie P. Williams

James L. Stockton, Sr.

James L. Stockton, Sr.

Martha K. Stockton

Martha K. Stockton

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* James L. Stockton, Sr., Martha K. Stockton, Jack E. Williams, and Robbie P. Williams,

*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 Goodlettsville, Tennessee, *this* 14th *day of* May, *19* 69.

Matt N. Howard

Notary Public

Commission expires July 25, 1972

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.....

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 .....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.....

INSTALLMENT DEED

FROM

James L. Stockton, Sr., et ux

TO

Jack E. Williams, et ux

MAY 19 68 CONV 20,500.00
MAY 19 68 MORT'G 12,500.00
MAY 19 68 S'TAX B* 53.30
MAY 19 68 S'TAX B* 10.50
MAY 19 68 TR'FEE B* .50
MAY 19 68 MTGFED B* 6.00 * 70.30

A 41094

IDENTIF. REFERENCE

MAY 19 3 45 PM '68

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Madison Title Company
MADISON, TENNESSEE

Representing
Southern Title Insurance Company
4277 Lyons View Pike
KNOXVILLE, TENNESSEE