Address New Owners:
Thomas Carroll Uselton, etux
Rural Hill Circle, Nashville, Tenn.

Send Tax Bills to:
Dobson & Johnson, Inc.
J. C. Bradford Bldg., Nashville, Tenn.

BOOK 4340 PAGE 742

INSTALLMENT DEED

Map 136-13
Par. 53

For and in Consideration of the sum of Twenty-one Thousand Four Hundred Seventy Two and 25/100 * ($21,472.25)-- Dollars, of which Two Thousand Two Hundred and 00/100 ($2,200.00) Dollars, has been paid in cash by Thomas Carroll Uselton and wife, Annie Ruth the receipt of which is hereby acknowledged, and for the remainder Nineteen Thousand Two Hundred Seventy Two and 25/100 ($19,272.25) ----- Dollars, the said Thomas Carroll Uselton and wife, Annie Ruth ha assumed the principal indebtedness of a note secured by a Deed of Trust of record in Book 4220, page 583, Register's Office for Davidson County, Tenn., in the amount of $16,772.25, payable to Dobson and Johnson, Inc. and for the remaining balance, the grantees herein have executed their joint promissory note in the amount of Two Thousand Five Hundred and no/100 ($2,500.00) Dollars, payable to Gerald D. Lynn and wife, Jo Ann, bearing interest at the rate of six (6%) per cent from date, with the first payment in the amount of $58.72 due July 15, 1969 and a like amount on the 15th day of each succeeding month thereafter, provided that the final payment, if not sooner paid, will be due on or before June 15, 1973.

all of said notes bearing six per cent interest from date, 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, Gerald D. Lynn and wife Jo Ann Lynn

have this day bargained and sold, and do hereby transfer and convey unto the said Thomas Carroll Uselton and wife, Annie Ruth heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 99 on the Plan of Edge-O-Lake Estates, Section 8, as of record in Book 3700, page 101, Register's Office for said County.

Said Lot No. 99 fronts 82.48 feet on the northerly margin of Rural Hill Circle and extends back 98.36 feet on the westerly line and 158.72 on the easterly line to a dead line measuring 121.00 feet thereon.

Being the same property conveyed to Gerald D. Lynn and wife Jo Ann Lynn by deed from Individualized Homes, Inc., of record in Book 4220, page 281, Register's Office for Davidson County, Tennessee.

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $21,472.25. Affiant
Subscribed and sworn to before me this 5th day of June 69
Deputy Register B Rumble

This Instrument Prepared By: Gail P. Pigg, Attorney at Law
1420 Nashville Bank & Trust Building
Nashville, Tennessee 37201

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Gerald D. Lynn and wife, Jo Ann Lynn 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 said real estate to said Thomas Carroll Uselton and wife, Anni Ruth 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 Thomas Carroll Uselton and wife, Annie Ruth Uselton

do hereby transfer and convey unto Richard Dance, 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 Thomas Carroll Uselton and wife, Annie Ruth Uselton 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 $ 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 Thomas Carroll Uselton and wife, Annie Ruth 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 ourselves, our 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 Richard Dance, 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 Gerald D. Lynn and wife, Jo Ann Lynn and Thomas Carroll Uselton and wife, Annie Ruth hereunto set our hands at Nashville, Tennessee, this the 9th day of June 1969

Gerald D. Lynn

Jo Ann Lynn

Thomas Carroll Uselton

Annie Ruth Uselton

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Gail Page, a Notary Public in and for said County and State, the within named Gerald D. Lynn and wife Jo Ann Lynn and Thomas Carroll Uselton and wife, Annie Ruth Uselton

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 9th day of June, 1969

Commission Expires ~~June 9, 1973~~ April 30

Gail Page, Notary Public.

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

BOOK 4310 PAGE 745

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

A 43724

INSTALLMENT DEED

FROM
Richardson

TO
Gerald D. Lyon et ux Jo Ann
Thomas Carroll Usselton
& wife Annie Ruth

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

IDENTIF. REFERENCE

JUN 9 3 02 PM '69
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Returned to Guaranty Co.

JUN-9 69	CONV	21,472.25			
JUN-9 69	MORT'G	*2,500.00			
JUN-9 69	S'TAX		B*	55.90	
JUN-9 69	S'TAX		B*	.50	
JUN-9 69	PR'FEE		B*	.50	
JUN-9 69	W'DEED		B*	6.00	* 62.90