Address New Owners and Send Tax Notices to:
Mr. Robert C. Garrett
P. O. Box 288
Goodlettsville, Tennessee 37072

Map Parcel No.
Map No. 12
parcel no. 53

~~BK 4341 PG 654~~
Book 4341 Page 654

Installment Deed

FOR AND IN CONSIDERATION of the sum of ---- $7500.00 ----------

---- Seven Thousand Five Hundred and No/100 ---------- *Dollars,*

of which ----- $1,000.00 ----------

---- One Thousand and No/100---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder ------ $6500.00 -------

------- Six Thousand Five Hundred and No/100 -------- *Dollars,*

ROBERT C. GARRETT *has executed*

his one note of even date herewith in the amount of $3310.64 payable to the Grantors in monthly installments of $100.00 including interest at the rate of 8% with first payment due July 1, 1969, and in further consideration the Grantee assumes and agrees to pay the remaining balance of $3189.36 of a note to M. P. Williamson and Wife Elizabeth Williamson, as secured by a lien retained in Deed of Record in Book 4014, page 875, Register's Office for Davidson County, Tennessee

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

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,

MATT N. THOMSON and Wife KITTY B. THOMSON

have this day bargained and sold, and do hereby transfer and convey unto the said

ROBERT C. GARRETT (A Single Man)

his *(successors), heirs and assigns,*

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

Land in the 10th Civil District of Davidson County, Tennessee, being shown as Tract I on an unrecorded survey made by John M. Sullivan, Civil Engineer, dated April 29, 1965 and described according to said survey as follows:

Beginning at a point in the center of Williamson Road, said point being located approximately 1,022 feet, as measured with the center line of said Road, from its intersection with the southwesterly right-of-way of Dickerson Road; thence with the center of Williamson Road as follows: South 15 deg. 32' East 27.8 feet, South 7 deg. 19' East 50 feet, South 17 deg. 54' West 50 feet, South 44 deg. 34' West 50 feet and South 50 deg. 19' West 75 feet to a point in the center of said Road; thence leaving said Road and running with an old fence line, South 86 deg. 44' East 683.3 feet to a point; thence North 0 deg. 10' East 243 feet to a point; thence North 89 deg. 40' West 588.5 feet to the center of Williamson Road and the point of beginning, containing 3.26 acres, more or less.

Being the same property conveyed to Matt N. Thomson and wife Kitty B. Thomson by deed from M. P. Williamson and wife Elizabeth Williamson, as of record in Book 4014, page 875, Register's Office for Davidson County, Tennessee.

This property is conveyed subject to the right-of-way of Williamson Road and to all easements apparent and of record and to the following restrictions which shall run until May 1, 1976:

(1) Dwellings shall contain a minimum of 1250 square feet of living area exclusive of garages, and be of brick or stone construction.

(2) There shall be no outside toilets.

(3) No outbuildings shall be erected except frame or better construction and if frame must be painted on the outside.

(4) No swine or goats may be kept on the premises.

(5) Poultry may be kept for home use only. There shall be no commercial poultry project.

This is unimproved property on the southerly side of Williamson Road.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto, belonging, to the said ROBERT C. GARRETT his *(successors), 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,* except for above mentioned note and 1969 taxes, both of which will be paid by the Grantee.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* ROBERT C. GARRETT, his *(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 ROBERT C. GARRETT *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 $ XXXX, *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.

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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 10th *day of* June, *19* 69.

Matt N. Thomson
Matt N. Thomson

Kitty B. Thomson
Kitty B. Thomson

Robert C. Garrett
Robert C. Garrett

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* MATT N. THOMSON, KITTY B. THOMSON, and ROBERT C. GARRETT

*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* 10th *day of* June, *19* 69.

Notary Public

Commission expires 3-14-70

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*_____ *execcuted the within instrument for the purposes therein contained.*

*Witness my hand and official seal at*_____, *this*_____*day of*_____, *19*____.

_____*Notary Public*

*Commission expires*_____

JUN 12 68 CONV *7,500.00
JUN 12 68 MORT'G *3,310.64
JUN 12 68 S'TAX B* 19.50
JUN 12 68 S'TAX B* 1.30
JUN 12 68 PRTEE B* .50
JUN 12 68 W'DEED B* 6.00 * 27.30

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*_____

A 4 4 1 6 1

IDENTIF. REFERENCE

JUN 12 10 33 AM '69

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM

MATT N. THOMSON, et ux

TO

ROBERT C. CARRETT

(A Single Man)

The actual consideration or value whichever is greater for this transfer is $7500.00.

Robert C. Garrett

Sworn to & subscribed before me this 10th day of June, 1969.

Notary Public

My commission expires 3-15-70

Compliments of

Madison Title Company

MADISON, TENNESSEE

Representing

Southern Title Insurance Company
4277 Lyons View Pike
KNOXVILLE, TENNESSEE