Mail to: New Owner

BOOK 4371 PAGE 834

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM
The Heirs of
Julia Timothy

TO
John U. Wilson

For draftsman's use

This instrument was prepared by
Wrenne Mortgage & Realty Co.
120 Union Street
Nashville, Tennessee 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
John U. Wilson (NAME)	John U. Wilson (NAME)	104-2
701-1st Amer. Nat'l Bank (STREET ADDRESS OR ROUTE NUMBER)	701-1st Amer.Nat'l Bank (STREET ADDRESS)	374
Nashville, Tennessee (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee (CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)
$ 57164

IDENTIF. REFERENCE

OCT 13 1 53 PM '69

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$40,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 13 DAY OF October, 1969.

Notary Public

MY COMMISSION EXPIRES: 1-24-70

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Forty Thousand and 00/100 DOLLARS

of which $ 15,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has executed his one note due and payable at Wrenne Mortgage & Realty Company, one year from the date of the deed. Said note is in the amount of $25,000.00.

OCT 13	CONV	40,000.00			
OCT 13	MORT'G	25,000.00			
OCT 13	S'TAX		A*	104.00	
OCT 13	S'TAX		A*	23.00	
OCT 13	PR'FEE		A*	.50	
OCT 13	W'DEED		A*	3.00	* 130.50

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

Eloise T. Kuhn, Joseph M. Timothy, Aileen T. Wrenne, Ann T. Coleman, Julia T. Craven and Margaret Timothy

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto John U. Wilson

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County Tennessee, being lot no. 1 in Miss Kate Shield's Subdivision of part of lot 56 Boyd Cockrill Spring Tract which subdivision is of record in Book 57, Page 77, Register's Office for said County.

Said Lot no. 1 fronts 43-9/12 ft. on the southern side of Richland (or Harding) Pike and extends back between parallel lines 163-9/12 ft. on the east side and 151-1/12 ft. on the west side to a 10 ft. alley in the rear.

A one-fifth undivided interest each in premises was devised and conveyed to Eloise Timothy Kuhn, Aileen Timothy Wrenne, Anne Timothy Coleman, and Joseph Timothy and a one-tenth undivided interest each was devised and conveyed to Julia Timothy Craven and Margaret Timothy by will of Julia Moore Timothy, of record in Will Book 69, Page 37, County Court for said County, and conveyed by deed from Paul H. Timothy, of record in Book 2923 Page 144, Register's Office for said County.

This is unimproved (X) improved ( ) property, known as 3005 West End Avenue (House Number) (Street) P. O. Address: Nashville (City or Town) (Postal Zone)

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their 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 the said real estate to said grantees, 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 grantees herein do hereby transfer and convey unto David P. Wrenne 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 grantees 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 $ none 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 interest 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 herein, the same to bear interest from the date of such payment. Now, if we, the said grantees, 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 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 advise 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 the grantees herein, their 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the 29th day of September 19 69

Margaret Timothy — Ann T. Coleman
Julia Timothy Craven — Joseph M. Timothy
Aileen T. Timothy Wrenne — Eloise Timothy Kuhn
John U. Wilson

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, DAVID P. WRENNE (Timothy) (Timothy) (Timothy), a Notary Public in and for said County and State, the within named Aileen T. Wrenne, Ann T. Coleman, Julia T. Craven and Margaret Timothy, and John U. Wilson

the 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, Tennessee, this 30th day of Sept., 1969.

Notary Public.

Commission expires Oct 30, 1971

STATE OF CALIFORNIA
COUNTY OF Los Angeles

Personally appeared before me, Don J. Fellows- - - - - -, a Notary Public in and for said County and State, the within named Joseph M. Timothy, the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Burbank, California, this third day of October, 1969.

Commission Expires Don J. Fellows - Notary Public My Commission Expires Jan 8, 1971 Los Angeles County, California

Notary Public

DON J. FELLOWS
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY

STATE OF CALIFORNIA
COUNTY OF Riverside

Personally appeared before me, Evelyn Hall, a Notary Public in and for said County and State, the within named Eloise Timothy Kuhn, the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes contained therein.

Witness my hand and official seal at Sun City, California, this 6th day of October, 19 69.

Commission Expires EVELYN HALL, Notary Public In and for the State of California My Commission Expires February 25, 1970

Notary Public

OFFICIAL SEAL
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
RIVERSIDE COUNTY