Installment Deed

Prepared By: Suite 411 Stahlman Bldg Nashville Charles L. Hendrix

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
G. P. West	G. P. West	37-31
(NAME:)	(NAME:)	
Route# 3	Route# 3 BOOK 4379 PAGE 792	
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Ashland City, Tenn.	Ashland City, Tenn.	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Nine Thousand and No/100********** ********** ($9,000.00) *Dollars, of which* Two Thousand and No/100********** ********** ($2,000) *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Seven Thousand and No/100***** ********** ($7,000) *Dollars,*

the grantee, G. P. West *has executed* a note of even date for the balance owed, to be paid in seventy (70) installments of One Hundred and No/100 ($100.00) monthly plus interest at a rate of 6% per annum, the first installment due on the 1st day of December, 1969; and subsequent payments on the 15th day of each successive month until paid. Grantor agrees to waive payments for the months of July and August.

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, Shelley James Allen and wife, Beulah Allen

have this day bargained and sold, and do hereby transfer and convey unto the said G. P. West,

and *(successors), heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows: A tract of land in the 14th Civil District of said County, containing 30 acres more or less, and described as follows:

Beginning at the west southwest corner of the L. F. West, Jr. property, at a point marked by a monument in the center of Little Marrowbone Road; along the southern boundry of the Leroy Dozier property south 37 degrees west 66 feet, and south 48 degrees west 164.48 feet to the southeast corner of the Jerry Hutton property. From that point near the northern shoulder of Little Marrowbone Road, south 52 degrees 47 minutes west 103.6 feet to the southeast corner of the Randal Wilson property, then along the southern boundry of the Wilson property south 49 degrees 3 minutes west 104.4 feet to the southeast corner of the A. Jim Stevens property. From this point, moving diagonally south 63 degrees west 463 feet to the center of Little Marrowbone Road to where it crosses a culvert and a small branch. Following the branch south 42 degrees east 165 feet to the north branch of Little Marrowbone Creek, then along the creek south 10 degrees west 396 feet to a point opposite a persimmon corner, then leaving the creek south 81 degrees east 33 feet to a sycamore in the forks of the creek, then south 43 degrees 30 minutes east 89.1 feet to a sycamore, two sycamore pointers, then south 64 degrees 45 minutes east 160.4 feet to a sycamore, then south

85 degrees east 70.6 feet; then north 67 degrees 15 minutes east 61.4 feet to a walnut, then north 47 degrees east 448.8 feet to a stone, then south 43 degrees 30 minutes east 528 feet to a white oak. From that point, south 62 degrees east 442,86 feet to a red oak on a ridge, then south 73 degrees east 261.5 feet, then north 13 degrees west 1,425.6 feet to a beech, then north 62 degrees west 660 feet more or less to the point of beginning in the center of Little Marrowbone Road. This being the same property conveyed to Shelley James Allen and wife, Beulah Allen by deed from Wayne G. Foster and wife, Thelma Foster, of record in book number 1339, page 135, register's office for said county.

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $9000.00. Affiant Charles L. Hendrix, attorney
Subscribed and sworn to before me this 14th day of November 1969

Deputy Register V. Baxley

NOV 14 69	CONV	*9,000.00		
NOV 14 69	MORT'G	*70,000.00		
NOV 14 69	S'TAX		B*	23.40
NOV 14 69	S'TAX		B*	.50
NOV 14 69	PR'FEE		B*	.50
NOV 14 69	W'DEED		B*	4.50 * 28.90

This is improved ( ) unimproved (X) property, known as Shelley Allen property lying within the 14th Civil District of Davidson County, Tennessee
(House Number) (Street) P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Shelley James Allen and wife, Beulah Allen, and their *(successors), heirs and assigns forever.* They *covenant that* they 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.*

NOV 14 69	CONV	*9,000.00		
NOV 14 69	MORT'G	*7,000.00		
NOV 14 69	S'TAX		B*	23.40
NOV 14 69	S'TAX		B*	5.00
NOV 14 69	PR'FEE		B*	.50
NOV 14 69	W'DEED		B*	4.50 * 33.40

They *further covenant and bind* themselves and their *heirs and representatives, to warrant and forever defend the title to said real estate to said* G. P. West *(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 G. P. West *hereinafter referred to as trustors, hereby transfer and convey unto* Charles L. Hendrix, Jr. *, 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 $ NIL *, 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.

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 9th *day of* November, *19* 69.

Shelley James Allen

Beulah Allen

G P West

A60580

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IDENTIF. REFERENCE

Nov 14 1 47 PM '69

FELIX A. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Hez A. Thompson III, *a Notary Public in and for said County and State,* Shelley James Allen and wife Beulah Allen and G. P. West

the within named 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 Rt 3 Ashland City, *Tennessee, this* 9th *day of* November, *19* 69.

My Commission Expires
Oct. 23, 1971

Hez A. Thompson III *Notary Public at Large*

Commission expires