INSTALLMENT DEED BOOK 1451 PAGE 334 Map 4 p/o Par 15 mr

For and in Consideration of the sum of TEN THOUSAND TWO HUNDRED FIFTY AND NO/100 ----- ----------($10,250.00) ---------- Dollars, of which TWO THOUSAND FIVE HUNDRED SIXTY TWO AND 50/100 ---($2,562.50)------- Dollars, has been paid in cash by William N. Edgin and wife, Dolores D. Edgin the receipt of which is hereby acknowledged, and for the remainder SEVEN THOUSAND SIX HUNDRED EIGHTY SEVEN AND 50/100 ----------($7,687.50)---------- Dollars,

the said William N. Edgin and wife, Dolores D. Edgin have executed their one note of even date herewith in the original principal amount of Seven Thousand Six Hundred Eighty Seven and 50/100 Dollars ($7,687.50) payable to the order of Kittie Spain King in Six (6) annual installments of One Thousand Two Hundred Eighty One and 25/100 Dollars ($1,281.25) each, the first of which is due and payable on the 14th day of October, 1971, and thereafter a like amount on the 14th day of each succeeding October, with the last installment being due and payable on the 14th day of October, 1976. The unpaid principal bears interest at the rate of Eight per centum (8%) per annum, to be computed on the unpaid principal balance and to become due and payable on each and every payment date, all in accordance with the terms and conditions as set out on said note.

all of said notes bearing ~~six~~ 8 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, I, Kittie Spain King, a widow have this day bargained and sold, and do hereby transfer and convey unto the said William N. Edgin and wife, Dolores D. Edgin, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in the 14th Civil District of Davidson County, Tennessee, being Tract No. 6 on the unrecorded plat of the property of Mrs. Kittie Spain King, made by John Robert Alley, Surveyor, August 6, 1970, and described as follows:

Beginning at an iron stake in the easterly margin of Whites Creek Pike (U.S.Highway 431); said point being 1030 feet northerly from R. K. Garrett's northwest corner and being also the common front corner of Tracts Nos. 5 and 6; thence with said margin of said Pike, North 17 deg. 00' West, 161 feet to a post; thence leaving said Pike and with a fence, North 4 deg. 10' West, 70 feet to a post; thence with a fence, South 83 deg. 20' East, 883 feet to a post; thence South 85 deg. 15' East, 455.5 feet to a post; thence South 76 deg. 00' East, 125 feet to a post; thence South 72 deg. 45' East, 908 feet to an iron stake in R. K. Garrett's westerly line; thence with Garrett's said line, South 4 deg. 50' West, 450 feet to an iron stake, the common rear corner of Tracts Nos. 1 and 6; thence North 81 deg. 30' West, with the line between Tracts Nos. 1 and 6, a distance of 1,440 feet to an iron stake, the common corner of Tracts 1, 3, 4, and 6; thence along the easterly lines of Tracts 4 and 5, North 5 deg. 00' East 400 feet to an iron stake; thence with the line between Tracts Nos. 5 and 6, North 86 deg. 20' West, 836 feet to the point of beginning, containing 22.01 acres, more or less.

BEING part of the same property conveyed to Kittie Spain King, by deed from Clara Spain Clinard and husband, of record in Book 766, page 721, Registers Office for Davidson County, Tennessee, and inherited by Grantor from her mother, Mary J. Wilkinson.

This conveyance is made subject to an easement for a gas main, 30 feet in width, of record in Book 1207, page 281, said Register's Office; Easement fo construct, operate and maintain telephone and telegraph lines, of record in Book 1511, page 166, said Register's Office; Easement for public road of record in Book 1631, page 209, as corrected by instrument of record in Book 1631, page 231, said Register's Office; and Rights of parties in actual possession of all or any part of the premises other than the insured.

This is improved ( ) property, know as _____ (House Number) (Street) P. O. Address: (City or Town) (Zip Code)

The following restrictions shall apply to the land hereby conveyed:

1. No residence shall be located nearer to the road right-of-way than 100 feet, and shall have a minimum floor area coverage of 1,000 square feet living area, exclusive of porches and garages, and shall have side walls of at least 2/3 brick or stone.

2. No mobile home shall be located nearer to the road right-of-way than 300 feet, and must be underpined, with only one mobile home per each 3 acres on any one tract.

3. Any swine pens shall not be located closer than 600 feet from the road right-of-way, nor nearer than 500 feet to the side line of any tract.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said William N. Edgin and wife, Dolores D. Edgin, their heirs and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said William N. Edgin and wife, Dolores D. Edgin 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 William N. Edgin and wife, Dolores D. Edgin

do hereby transfer and convey unto Jno. B. Cobb, Jr., 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 William N. Edgin and wife, Dolores D. Edgin

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 $ insurable value 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 William N. Edgin and wife, Dolores D. Edgin 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 William N. Edgin and wife, Dolores D. Edgin, their 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 Jno. B. Cbbb, Jr., 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 Kittie Spain King, a widow and William N. Edgin and wife, Dolores D. Edgin hereunto set our hands at Nashville, Tennessee, this the 14th day of October 1970

William N. Edgin

William N. Edgin

Kittie Spain King

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Jo Ann Smith, a Notary Public in and for said County and State, the within named Kittie Spain King, a widow and William N. Edgin and wife, Dolores D. Edgin

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 14th day of October, 1970

Commission Expires April 26, 1971

Jo Ann Smith, 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 }
COUNTY OF DAVIDSON }

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Before me, , a Notary Public of the State and

County aforesaid, personally appeared ,

with whom I 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 .

(over for additional acknowledgements)

OCT 22 70	CONV	10,250.00				
OCT 22 70	MORT'G	*7,687.50				
OCT 22 70	S'TAX		A*	26.52		
OCT 22 70	S'TAX		A*	5.70		
OCT 22 70	PR'FEE		A*	.50		
OCT 22 70	W'DEED		A*	6.00	*	38.72

Gtee. Title 1-15-50.P3

INSTALLMENT DEED

FROM Kittie Spain King

TO William N. Edgin and wife, Dolores D. Edgin

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

A 9 4 0 4 6

IDENTIF. REFERENCE

OCT 22 3 48 PM '70

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

TOLLEY CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
William N. Edgin (NAME)	William N. Edgin (NAME)	
Route 1-Pleasant Hill Road (STREET ADDRESS OR ROUTE NUMBER)	Route 1 - Pleasant Hill Road (STREET ADDRESS)	
Nashville, Tennessee (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee 37214 (CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

This Instrument was prepared by
Jno. B. Cobb, Jr., Attorney at Law
Stahlman Building, Nashville, Tenn.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 10,250.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 14th DAY OF October 19 70

Notary Public

MY COMMISSION EXPIRES: April 26, 1971

(AFFIX SEAL)