THIS INSTRUMENT PREPARED BY: James L. Smith, Attorney
142 North Main Street
Goodlettsville, Tenn.
37072

BOOK 4524 PAGE 249

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Brodie Wilkinson, et al	Same	Map 18-12
(NAME)	(NAME)	Pcl. 58-
620 N. Dickerson Road		59
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Pld
Goodlettsville, Tenn. 37072		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of NINETY-FIVE THOUSAND AND NO/100------ ($95,000.00)----------*Dollars,*

of which TEN AND NO/100 ($10.00)----------

----------*Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder NINETY-FOUR THOUSAND NINE HUNDRED NINETY ($94,990.00)----------*Dollars,*

Brodie Wilkinson, Floyd Wilkinson, and Wayne Wilkinson,

have executed

as follows: The Buyers agree to assume the first mortgage in the amount of $39,400.00 held by Herbert J. Schurke and wife (who reside at Oak Acres, Rt. #2, Fon du Lac, Wisconsin), which mortgage is payable the first of each month at two hundred dollars ($200.00) plus five percent (5%) interest on the unpaid balance.
Further, the Buyers agree to give the Sellers a second mortgage in the amount of $55,590.00 to be paid as follows: The Buyers agree to pay all interest accrued from July 6, 1971, until January 1, 1972, in one lump sum on January 1, 1972, and further agree to pay to the Sellers the sum of two hundred dollars ($200.00) per month, plus interest at seven percent (7%) on the unpaid balance, starting January 1, 1972.

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, James P. Skaggs, and wife Sayde W. Skaggs,

have this day bargained and sold, and do hereby transfer and convey unto the said Brodie Wilkinson, Floyd Wilkinson, and Wayne Wilkinson,

their *(successors), heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows:
Land in the 10th Civil District of Davidson County, Tennessee described as follows:

Beginning on the westerly margin of the Nashville-Springfield Pike, at the northeast corner of the property conveyed to Charlie B. Dodd and wife, by deed from Herbert M. Courtnay and wife, of record in book 1968, page 235, Register's Office for said County; thence with said Pike, North 31° west 82 feet to an iron pin at a cedar gate post in the south line of the lands of Susan Johnson; thence along Johnson's south line, north 89° 15' west 420 feet to an iron pin, a fence row, and continuing north 89° 15' west 408.5 feet to an iron pin in a fence corner, being 5 feet from a 16-inch wild cherry tree; thence south 3° 30' west 765 feet to a concrete marker; thence south 82° 52' east 568 feet; thence north 3° 30' east 275 feet; thence north 63° east 167.5 feet to the southwest corner of the said Dodd property; thence with said Dodd's westerly boundary line, north 27° west 174.4 feet to said Dodd's northwest corner; thence with said Dodd's northern boundary line, north 48° 30' east 385 feet to the beginning.

(OVER)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 95,000.00

Brodie Wilkinson
Affiant

Subscribed and sworn to before me, this the 22nd day of July, 1971

Linda H. Smith
Notary Public

My commission expires: Feb. 12, 1974
(Affix Seal)

Being the same property conveyed to James Preston Skaggs and wife, Sadye W. Skaggs, by deed from Robert Russell Birdwell and wife, Pauline Rude Birdwell, of record in book 4099, page 972, R.O.D.C., Tennessee.

This conveyance is made subject to easement for water main as set out in book 881, page 37, Register's Office for said County; and easement granted Southern Bell Telephone and Telegraph Company, of record in Book 1083, page 302, Book 1083, page 293, Book 1133, page 282, and Book 1153, page 38, Register's Office for said County.

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1. It is further understood and agreed that the Buyers have the right at any time from the date of the purchase of said land to pay off the complete balance or any portion thereof without having to pay any type of penalty.

2. It is hereby further agreed that the holder of this second mortgage shall release ten (10) acres which is under contract for sale with Swift Realty Company, upon receiving satisfaction and proof that the first mortgage has been paid off in full and duly released.

unimproved ( )
This is improved ( ) property, known as ..... (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 Brodie Wilkinson, Floyd Wilkinson, and Wayne Wilkinson, their *(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.*

( )

( )

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Brodie Wilkinson, Floyd Wilkinson, and Wayne Wilkinson, their *(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 Brodie Wilkinson, Floyd Wilkinson, and Wayne Wilkinson, *hereinafter referred to as trustors, hereby transfer and convey unto* James P. Skaggs, *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 $24,000.00 *, 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 23 *day of* July, *19* 71

James P. Skaggs

Gayde W. Skaggs

Brodie Wilkinson

Wayne Wilkinson

Floyd Wilkinson

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Donna H. Smith, *a Notary Public in and for said County and State,* James P. Skaggs and Gayde W. Skaggs

the within named bargainor, 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* 23rd *day of* July, *19* 71

Donna H. Smith *Notary Public*

NOTARY PUBLIC DAVIDSON COUNTY

Commission expires Jan 22 1974

STATE OF Tennessee }
COUNTY OF Davidson }

Personally appeared before me, Patricia A. Norman *a Notary Public in and for said County and State,* Brodie Wilkinson, Wayne Wilkinson, and Floyd Wilkinson, *the within named bargainor....., 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* 22nd *day of* July, 1971.

Patricia A. Norman *Notary Public*

Commission expires 4/8/75

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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 .....

INSTALLMENT DEED

FROM

JAMES P. SKAGGS, ET UX

TO

BRODIE WILKINSON,

FLOYD WILKINSON, AND

WAYNE WILKINSON

JUL 29 71	CONV	95,000.00			
JUL 29 71	MORT'G	55,590.00			
JUL 29 71	S'TAX		A*	247.00	
JUL 29 71	S'TAX		A*	53.60	
JUL 29 71	PR'FEE		A*	.50	
JUL 29 71	W'DEED		A*	8.00	* 309.10

B 24742

IDENTIF. REFERENCE

JUL 29 11 15 AM '71

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of
Madison Title Company
320 Gallatin Road
MADISON, TENNESSEE 37115
Representing
Chicago Title Insurance Company
CHICAGO, ILLINOIS