NEW OWNERS: William K. Jones, et ux SEND TAX BILLS: SAME
ADDRESS: 3312 Knight Road
Nashville, Tennessee 37207

BOOK 1553 PAGE 916

Map. 18-8
Pcl. 2E-30
29
Pd

Installment Deed

FOR AND IN CONSIDERATION of the sum of SIX THOUSAND, FIVE HUNDRED AND NO/100 ----------($6,500.00)---------- *Dollars,* *of which* ONE THOUSAND AND NO/100---------- ----------($1,000.00)---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* FIVE THOUSAND, FIVE HUNDRED AND NO/100----------($5,500.00)---------- *Dollars,* William K. Jones and wife, Bonnie S. Jones, Grantees, herein, *have executed* their one joint promissory note of even date, herewith, in the amount of Five Thousand, Five Hundred and no/100 Dollars ($5,500.00), payable to the order of Goodlettsville Development Company, Inc., in monthly installments of Seventy and no/100 Dollars ($70.00) per month, with interest at the rate of 7%.

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, Goodlettsville Development Company, Incorporated, a Tennessee corporation, Grantor, herein, has *this day bargained and sold, and do hereby transfer and convey unto the said* William K. Jones and wife, Bonnie S. Jones, Grantees, herein, their *(successors), heirs and assigns, certain real estate in* DAVIDSON *County, Tennessee, as follows:*

BEING Lots Nos. 1 and 2 Connell Estates as of record in Plat Book 2900, Page 130, and portions of property in the back thereof, described with the lots together as follows:

TRACT NO. 1 (Lot No. 2 and 0.5 acre in rear):
BEGINNING at a point in the westerly side of Swift Drive and the common corner with Lot No. 3; thence N. 68° 30' W. a total of 294.8 feet to margin of Hitt Lane; thence with Hitt Lane N. 28° 00' E. 259.9 feet to a point; thence S. 72° 00' E. 327 feet to a point on Swift Drive; thence in a curved line in the margin of Swift Drive 105 feet to the point of beginning, containing a total of 1.6 acres, more or less.

TRACT NO. 2 (Lot No. 1 and 2.45 acres in rear):
BEGINNING at a point in the margin of Swift Drive and a common corner with Lot No. 2; thence N. 72° 00' W. 327 feet to a point on Hitt Lane; thence with Hitt Lane N. 33° 11' E. 135.15 feet to a point; thence N. 38° 22' E. 162.7 feet to a point; thence leaving Hitt Lane, S. 57° 49' E. 260 feet along the L & N Railroad right-of-way and iron pin; thence S. 3° 20' W. a total of 361.2 feet to the margin of Swift Drive; thence in a curved line with Swift Drive 203.6 feet to the point of beginning, containing 3.60 acres, more or less.

This Instrument prepared by:
JOHNSON & EDWARDS
Attorneys-at-Law
600 Stahlman Building
Nashville, Tennessee 37201

This instrument prepared by:
JOHNSON & EDWARDS
Attorneys-at-Law
600 Stahlman Building
Nashville, Tennessee 37201

BEING part of the same property conveyed Goodlettsville Development Company, Inc., by deed of record in Book 3252, Page 219, and Book 3255, Page 392, Register's Office Davidson County, Tennessee.

NOTE: Same restrictive covenants will apply to the acreage in the rear as applies to Lots, the restrictive covenants of record that any building on Lots Nos. 1 and 2 must fact Swift Drive.
It is further agreed that a partial release will be made on Tract No. 2, when the note principal balance is reduced to One Thousand, Five Hundred and no/100 Dollars ($1,500.00) or on Tract No. 1 when the principal amount has been reduced to Two Thousand and no/100 Dollars ($2,000.00), and either tract may be released as hereinbefore recited at the option of the Buyer, then the last tract will be released when payment is made in full.

The actual consideration for this transfer or value of property (whichever is greater) is $6,500.00. This is equal to or greater than the property would bring at a fair and voluntary sale.

× Bonnie S. Jones

Sworn to and subscribed before me this 26th day of November, 19 71

Susan Charlton

NOTARY PUBLIC

My commission expires: 3/12/74

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto, belonging, to the said Grantees, their (successors), *heirs and assigns forever.* Grantor *covenant that* it is *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.*

Grantor *further covenant and bind* itself, its successors and representatives, *to warrant and forever defend the title to said real estate to said* Grantees 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 Grantees, *hereinafter referred to as trustors, hereby transfer and convey unto* E. L. Edwards, 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 $*actual value*, 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.

BOOK 4553 PAGE 918

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_____ 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 12 *day of* November, 19 71.

GOODLETTSVILLE DEVELOPMENT COMPANY, INC.

BY: John L. Draper
John L. Draper
Vice-President

H. S. Moss
Secretary-Treasurer

William K. Jones
William K. Jones

Bonnie S. Jones
Bonnie S. Jones

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, THE UNDERSIGNED, *a Notary Public in and for said County and State,* William K. Jones and wife, Bonnie S. Jones,

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 Goodlettsville, *this* 12 *day of* November, 19 71.

Notary Public

Commission expires 11-17-74

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 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

Before me, the undersigned, *a Notary Public of the State and County aforesaid, personally appeared* John L. Draper and H. S. Moss, *with whom I am personally acquainted, and who, upon oath, acknowledged* them *self to be* Vice-President and Secretary-Treasurer *of the* Goodlettsville Development Company, Inc., *the within named bargainor, a corporation, and that* he *was such* Vice-President & Secreatry-Treasurer *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* themself *as* John L. Draper, Vice-President and H. S. Moss, Secretary-Treasurer.

Witness my hand and seal, at office in Goodlettsville, Tn.,
this 1st *day of* November, 19 71.

_____ *Notary Public*

Commission expires 3/12/74

INSTALLMENT DEED

FROM

Goodlettsville Development Company, Inc.

TO

William K. Jones, et ux

NOV 17 71	CONV	*6,500.00			
NOV 17 71	MORT'G	*5,500.00			
NOV 17 71	S'TAX		A*	16.90	
NOV 17 71	S'TAX		A*	3.50	
NOV 17 71	PR'FEE		A*	.50	
NOV 17 71	W'DEED		A*	8.00	* 28.90

B 3 8 1 6 1

IDENTIFICATION REFERENCE

Nov 17 9 45 AM '71

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

Madison Title Company
MADISON, TENNESSEE

Representing

Southern Title Insurance Company
4277 Lyons View Pike
KNOXVILLE, TENNESSEE