BOOK 4661 PAGE 726

This Form furnished by Attorneys Title Company, Inc.

**INSTALLMENT DEED** Form No. WD-4

**FROM**

H. H. CHITWOOD TRUSTEE

**TO**

CHRISTOPHER FENTRESS JR. AND WIFE, MARGARET FENTRESS

For draftsman's use

Prepared by:
H. H. Chitwood Atty.
934 Stahlman Bldg.
Nashville, Tenn. 37201

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Mr. Christopher Fentress (NAME) | Same as New Owner (NAME) | Map 69 |
| 4003 Drakes Branch Rd. (STREET ADDRESS OR ROUTE NUMBER) | (STREET ADDRESS) | Par. 24.1- 24.2 |
| (CITY) (STATE) (P. O. ZIP) | (CITY) (STATE) (ZIP) | |

B 8651 4

(FOR REGISTER'S USE)

T
IDENTIF. REFERENCE
DEC 5 10 51 AM '72
FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$19,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 15th DAY OF November 19 71

Notary Public

MY COMMISSION EXPIRES: Nov. 19, 1975

(AFFIX SEAL)

RECORDER'S MEMO
Legibility of Writing, Typing or Printing Unsatisfactory in this Document When Received.

FOR AND IN CONSIDERATION OF the sum of ----Nineteen thousand----($19,000.00)-----
---------- DOLLARS

of which $ ------- has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees

Christopher Fentress Jr. and wife, Margaret Fentress have this day executed their joint promissory note in the amount of $19,000.00 payable to H.H.Chitwood Trustee as follows: On December 1, 1972 the sum of $125.00 shall be due and payable and thereafter a similar payment of $125.00 shall be due and payable on the same day of each successive month thereafter until the balance is paid in full; said payments will include both principal and interest at the rate of 6% per annum and said interest shall begin to run and accrue from April 1, 1972 forward on the unpaid principal balance until said note is paid in full,

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,

H. H. Chitwood Trustee

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

Christopher Fentress Jr. and wife, Margaret Fentress

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: Two tracts of land in the 13th Civil Dist. of Davidson County, Tenn. being Tracts 5 and 6 of the T.P. Mims land on Drakes Branch Rd. described as follows: TRACT 5: Beginning at an iron pin on the north margin of Drakes Branch Rd.,a 50 ft. road,at a point Nor.65° 45'East a distance of 430.5 ft. from the southeast corner of Lot 18 in Enchanted Hills,as of record in Book 3300,page 96, R.O.D.C.Tenn.;thence Nor.24° 15' West a distance of 300 ft. to an iron pin; thence Nor. 65°45' East a distance of 100 ft. to an iron pin; thence South 24°15' East a distance of 299.86 ft. to an iron pin on the North margin of Drakes Branch Rd.;thence with said north margin in a westerly direction and with a 548 ft.radius curve to the right a distance of 12.28 ft. to an iron pin; thence continuing with said north margin, South 65°45' West a distance of 87.72 ft. to the point of beginning and containing 0.69 acres, more or less. TRACT 6: Beginning at an iron pin on the north margin of Drakes Branch Rd.,a 50 ft. road, at a point Nor.65°45'East a distance of 518.22 ft. and around a 548 ft. radius curve to the left a distance of 12.28 ft. from the southeast corner of Lot 18 in Enchanted Hills, as of record in Book 3300,page 96,RODC,Tenn.;thence Nor. 24° 15' West a distance of 299.86 feet to an iron pin;thence Nor.65°45'East a distance of 84.1 ft. to an iron pin on the T.P.Mims east line;thence with said east line South 23°02' East a distance of 123.34 ft.to an iron pin;an angle in said east line;thence continuing with said east line South 57° 46'East a distance of 172.45 ft.to an iron pin on the north margin of Drakes Branch Rd.;thence with said north margin in a southwesterly direction and with a 548 ft. radius curve to the right a distance

unimproved ( )
This is improved ( ) property, known as ---------- (House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

of 180.23 ft.to the point of beginning and containing 0.74 acres more or less in accordance with a survey by Turner Engineering Co. dated Oct. 23, 1963. Being the

same property conveyed to H.H.Chitwood Trustee by deed from James Baugh and wife, Eleanor Louise Baugh of record in Book 4413 page 210 in the Register's Office for Davidson County, Tennessee.



**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** Carole Soles **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 $** 10,000.00 **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 therein, 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** 15th **day of** Nov. **19** 71.

H.H. Chitwood Trustee

Christopher Fentress Jr.

Margaret Fentress

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in this Document Unsatisfactory When Received.

**STATE OF TENNESSEE**
**COUNTY OF DAVIDSON**

**Personally appeared before me,** Carole C. Smith **, a Notary Public in and for said County and State, the within named** H.H.Chitwood Trustee, Christopher Fentress Jr. and Margaret Fentress **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, Tenn. **Tennessee, this** 15th **day of** Nov. **, 19** 71

**, Notary Public.**

**Commission expires** Nov. 19, 1975.

**STATE OF TENNESSEE**
**COUNTY OF DAVIDSON**

**Before me,** DEC-5 CONV 19,000.00 DEC-5 MORT'G 19,000.00 **, a Notary Public of the State and County aforesaid, personally appeared** DEC-5 S'TAX A* 49.40 **,** DEC-5 S'TAX A* 17.00 **with whom I am personally acquainted, and who, upon oath, acknowledged** self **to be** DEC-5 PR'FEE A* .50 **of the** DEC-5 W'DEED A* 4.00 * 70.90 **, 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 .**