This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD-4

FROM
Jessie Benton Eaton et vir

TO
Sara Wade Tinnon and
Lennis Rose Johnson

For draftsman's use

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

BOOK 4987 PAGE 316

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Sara Wade Tinnon and Lennis Rose Johnson	SAME	17-0-15
(NAME) 301 Moss Trail	(NAME)	10D-15700
(STREET ADDRESS OR ROUTE NUMBER) Goodlettsville, Tenn.	(STREET ADDRESS)	
(CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

D22616

IDENTIF. REFERENCE

Nov 3 10 32 AM '75

REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 14,000.00

X Sidney L. Eaton
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 31st DAY OF October, 19 75

Notary Public

MY COMMISSION EXPIRES:

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of FOURTEEN THOUSAND AND NO/100---------- ($14,000.00) DOLLARS

of which $ 4,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees, herein, have executed their one joint promissory note of even date, herewith, payable to the order of Jessie Benton Eaton and husband, Sidney Eaton, in the amount of $10,000.00, payable in five (5) annual installments of $2,000.00, plus 8-1/2% simple interest.

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,

We, Jessie Benton Eaton and husband, Sidney Eaton,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Sara Wade Tinnon and Lennis Rose Johnson

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND in the 10th District of Davidson County, State of Tennessee, located North of Union Hill Road and West of Greer Road.

FIRST TRACT: BEING the East part of C.A.Benton's estate, this part being on the East side of Greer Road, BEGINNING at a spike at the South corner of the property conveyed to James P. Dickens et ux, of record in Book 2095,Oage 243;thence along his southerly line, N. 62° 30' E 420 feet to the S.E. corner of Dickens;thence with his easterly line N 35° W 157.5 feet to a point in the southerly line of R.E.Jones property;thence N 62° 30' E 421.5 feet to a large beech in R.E.Jones south line; thence S 18° E. 304.9 feet to a stake;thence S 7° 15' W 594 feet to a stone, Dogwood and Hickory pointers in Kepley's north line;thence N 83° 45' W 350.5 feet to a pin north of Harris' Store; thence S 68° 45' 91.5 feet to a spike in the South side of Union Hill Road and Greer Road intersection, this point being L.A. Benton's East corner;thence N 35° W 423.5 feet with the center of Greer Road to the beginning, containing 9.51 acres, more or less.

SECOND TRACT: (This is not part of the C.A.Benton Home Tract). BEGINNING at a stone, Dogwood and Hickory pointers at the S.E. corner of the 9.51 acre tract, in Kepley's North line, running N. 7° 15' E 594 feet to a stake; thence N 18° W 304.9 feet to a large beech in R.E.Jones South line; thence S 86° 30' E 1,138.5 feet to a stake in R.E. Jones South line and J.R. Pike's west line; thence due S 198' with Pike's west line to a stake;thence S 37° W 580 feet to a stake, Pike's corner,(this bearing and distance has been changed to tie in);thence S 80° W 429 feet to a stake in Kepley's north line;thence S 79° W 359.7 feet with Kepley's north line to the beginning, containing 16.40 acres, more or less. BEING the same property conveyed to Jessie Benton Eaton et vir, Sidney Eaton by deed from L.R.Benton et al of record in Book 2695, Page 135, said Register's Office, and in Jessie Benton Eaton as one of the heirs of C.A.Benton, deceased.

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

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 seised 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 E. L. Edwards, 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 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 $ actual 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 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 31st day of October 19 75.

X Jessie Benton Eaton
JESSIE BENTON EATON

X Sara Wade Tinnon
SARA WADE TINNON

X Sidney L Eaton
SIDNEY EATON

X Lennis Rose Johnson
LENNIS ROSE JOHNSON

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Jessie Benton Eaton et vir, Sidney Eaton, and Sara Wade Tinnon and Lennis Rose Johnson, 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 Goodlettsville, Tennessee, this 31st day of October, 19 75.

Sarah Cuttree, Notary Public.

NOTARY PUBLIC DAVIDSON COUNTY, TENN. SARAH CUTTREE

Commission expires 3/19/78

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

NOV-3?5	CONV	14,000.00	
NOV-3?5	MORT'G	10,000.00	
NOV-3?5	S'TAX	A*	38.00
NOV-3?5	S'TAX	A*	8.00
NOV-3?5	PR'FEE	A*	.50
NOV-3?5	W'DEED	A*	6.00
		*	50.90

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 .....

This instrument prepared by
JOHNSON & EDWARDS
ATTORNEYS AT LAW
303 3rd AVENUE, NORTH
NASHVILLE, TENNESSEE 37201

STATE OF TENNESSEE
COUNTY OF DAVIDSON

We, the undersigned, owners of easement for water rights in land of Jessie Benton Eaton, et vir as of record in Book 2695, page 125, R.O.D.C., TN., hereby convey all our rights, title and interest in same of record in Book 1809, page 553, said Register's Office to Grantees herein.

L. A. Benton

L. A. Benton

Alphon Benton

Mrs. Benton

STATE OF TENNESSEE
COUNTY OF DAVIDSON

We, the undersigned, owners of easement for water rights in land of Jessie Benton Eaton, et vir as of record in Book 2695, page 135, R.O.D.C.,TN., hereby convey all our rights, title and interest in same of record in Book 2095, page 243 and Book 2395, page 22, said Register's Office to Grantees herein.

James P. Dickens

James P. Dickens

Mrs. James P. Dickens

Mrs. James P. Dickens

STATE OF TENNESSEE
COUNTY OF DAVIDSON

We, the undersigned, owners of easement for water rights in land of Jessie Benton Eaton, et vir as of record in Book 2695, page 125, R.O.D.C., TN., hereby convey all our rights, title and interest in same of record in Book 1810, page 313, said Register's Office to Grantees herein.

C. C. Harris

C. C. Harris

Ruby H. Harris

Mrs. Ruby H. Harris

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* C.C. Harris and wife Ruby H. Harris; James P Dickens and Wife Mrs. James P. Dickens; L.A. Benton and wife Mrs. Alphon Benton

the within named 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 Goodlettsville, Tennessee, *this* 29th *day of* Oct., *19* 75.

Sarah Cathey, Notary Public

Commission expires 2/19/78