This Form furnished by Attorneys Title Company, Inc.

Mail To

INSTALLMENT DEED

Form No. WD - 4

FROM

DOROTHY H. BARKER BOOK 4975 PAGE 213

TO

AL. WINDLE, MARILYN W. CAVITT, DAVID M. WINDLE AND CATHERINE A. WINDLE

For draftsman's use

PREPARED BY:

John G. Doak, Attorney
2525 Lebanon Road
Nashville, Tennessee 37214

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Al Windle (NAME)	Provident Trust Company (NAME)	107-5
P.O. Box 2396 (STREET ADDRESS OR ROUTE NUMBER)	329 Union Street (STREET ADDRESS)	100 thru
Nashville Tenn. 37214 (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee 37219 (CITY) (STATE) (ZIP)	104

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

Nov 28 2 59 PM '75

FELIX [illegible] REGISTER DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 120,000.00 X Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 14th DAY OF November 19 75.

Helen L Jenkins
Notary Public

MY COMMISSION EXPIRES: 5-20-79

(AFFIX SEAL)

D 26268

FOR AND IN CONSIDERATION OF the sum of One Hundred Twenty Thousand and no/100 (120,000.00) DOLLARS of which $ 20,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees assume and agree to pay the balance of the existing first mortgage of record in Book 3955, page 599, Register's Office for Davidson County, Tennessee and have executed an installment deed note of even date payable to the order of Dorothy H. Barker in the principal amount of $47,426.91 and payable together with interest at the rate of 8% per annum on the unpaid balances as therein set forth

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,

Dorothy H. Barker

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Al. Windle, Marilyn W. Cavitt, David M. Windle and Catherine A. Windle

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

LAND in Davidson County, Tennessee, being Lots Nos. 45, 46, 47, 48, 49 and 50 on the Plan of Bel-Air Subdivision, Section 2, as of record in Book 2900, pages 29, 30, 31 and 32, Register's Office for said County.

SAID Lot No. 45 fronts 62 feet on the northerly side of Laurinda Drive and extends back 162 feet on the westerly line and 185.8 feet on the easterly line to a dead line measuring 85 feet thereon.

SAID Lot No. 46 fronts 55 feet on the northeasterly side of Laurinda Drive and extends back 185.8 feet on the northwesterly line and 178.9 feet on the southeasterly line to a dead line, which is a broken line, measuring 95 feet thereon.

SAID Lot No. 47 fronts 55 feet on the easterly side of Laurinda Drive and extends back 178.9 feet on the northerly line and 163 feet on the southerly line to a dead line, which is a broken line, measuring 77.6 feet thereon.

Despcription continued on attached page

This is unimproved ( ) improved ( ) property, known as 1938-1948 Laurinda Drive, Nashville, Tennessee
(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 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 John G. Doak 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 full insurable value and 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 14th day of November 19 75

Dorothy H. Barker — DOROTHY H. BARKER

X Catherine A Windle — CATHERINE A. WINDLE

Marilyn W. Cavitt — MARILYN W. CAVITT

David M. Windle — DAVID M. WINDLE

A. L. Windle — A.L. WINDLE

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 ~~Dorothy H. Barker~~ and A. L. Windle

the bargainor, with whom I am personally acquainted, and who acknowledged that he ~~she~~ executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 14th day of November, 19 75

Geraldine R. Morgan, Notary Public.

Commission expires 8-20-79

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 Dorothy H. Barker

the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 21st day of November, 19 75

Helen L. Jenkins, Notary Public

Commission Expires 5-20-79

Description Continued -----

SAID Lot No. 48 fronts 55 feet on the easterly side of Laurinda Drive and extends back 163 feet on the northerly line and 130 feet on the southerly line to a dead line, which is a broken line, measuring 96.1 feet thereon.

SAID Lot No. 49 fronts 55 feet on the easterly side of Laurinda Drive and extends back 130 feet on the northerly line and 112.6 feet on the southerly line to a dead line, measuring 79.2 feet thereon.

SAID Lot No. 50 fronts 55 feet on the easterly side of Laurinda Drive and extends back 112.6 feet on the northerly line and 104 feet on the southerly line to a dead line, measuring 76 feet thereon.

BEING the same property conveyed to N. H. Barker and wife, Dorothy H. Barker, by deed from New Haven Park Company, dated December 11, 1964, filed December 11, 1964 and recorded in Book 3840, page 691, said Register's Office; the said N. H. Barker having since died.

NOV28 75	CONV	90,000.00				
NOV28 75	CONV	30,000.00				
NOV28 75	MORT'G	47,426.91				
NOV28 75	S'TAX		B*	312.00		
NOV28 75	S'TAX		B*	45.40		
NOV28 75	PR'FEE		B*	.50		
NOV28 75	W'DEED		B*	8.00	*	365.90

Form No. WD3b

BOOK 4975 PAGE 216

STATE OF TENNESSEE
Davidson County.

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named David M. Windle and Marilyn W. Cavitt

Marilyn W. Cavitt David M. Windle

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 Tennessee, this 21st day of November, 19 75

Geraldine F. Morgan, Notary Public

Commission Expires 8-20-79

STATE OF Tennessee
County of ~~Knox~~ Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Catherine A. Windle

X Catherine A. Windle

the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville Tennessee, this 21st day of November, 19 75

Geraldine F. Morgan, Notary Public

Commission Expires 8-20-79

Form No. WD3b

STATE OF TENNESSEE
Davidson County.

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Dorothy H. Barker

the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 14th day of November, 19 75

, Notary Public

Commission Expires