BOOK 5337 PAGE 238

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD-4

FROM

LOFTY CASTLE AND WIFE,
GENEVA W. CASTLE

TO

DENNIS WAYNE CASTLE AND WIFE,
DEBORAH Y. CASTLE

For draftsman's use

Prepared by Oliver H. Dale
3121 Dickerson Road
Nashville Tenn. 37207

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
DENNIS WAYNE CASTLE AND WIFE, DEBORAH Y. CASTLE (NAME)	(NAME)	MAP 13
Old Clarksville Highway (STREET ADDRESS OR ROUTE NUMBER)	(Same) (STREET ADDRESS)	Par. 13
Joelton Tennessee (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	14D-22659

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

SEP 13 11 45 AM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

F 8 8 4 1 8

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$10,000.00 Dennis W Castle
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME: THIS THE 7th DAY OF September 1978

Martha Shepard
Notary Public

MY COMMISSION EXPIRES: 7/18/82
(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of TEN THOUSAND AND NO/100 DOLLARS ($10,000.00) DOLLARS

of which $1.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees to sign an installment note therefor and an additional Eleven Thousand Dollars ($11,000.00) making a total amount of Twenty One Thousand & No/100 Dollars due to the grantors and payable in an installment of Two Hundred Ten & no/100 Dollars Monthly for 120 months. Said note includes interest of 2% add on or a total of 20% of the gross initial note. Said notes will be paid at the office of Lofty Castle or as directed.

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,

LOFTY CASTLE AND WIFE, GENEVA W. CASTLE

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

DENNIS WAYNE CASTLE AND WIFE, DEBORAH Y. CASTLE

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

Land in Davidson County, Tennessee, according to a survey made by Viking Survey Service dated February 9, 1974, more particularly described as follows:

Beginning at a point in the northerly margin of Old Clarksville Pike, said point being on the boundary between Davidson County, Tennessee, and Cheatham County, Tennessee; thence along the northerly margin of Old Clarksville Pike south 78° 30' east 182 feet; thence north 22° east 1050 feet; south 86° 50' west 105 feet; south 26° 45' west 1044 feet to the point of beginning. Said tract of land containing 3.43 acres, more or less.

Being the same property conveyed to Lofty Castle and wife, Geneva W. Castle by deed from Floyd A. Detchon and wife, Ruth C. Detchon as of record in Book 4973, Page 568, Register's Office for said County.

Restrictions noted on Deed in Book 4973, Page 568 are binding on all future owners of this tract of Land.

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

This is unimproved (X) improved ( ) property, known as ..... Old Clarksville Highway (House Number) (Street) P. O. Address: Joelton (City or Town) Tenn. (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 Lucien Dale Trustee, his successors and assigns, the real estate hereinabefore 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 $ 20,000.00 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 herein, 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 7th day of September 1978.

Lotty Castle — Geneva W. Castle

Dennis Wayne Castle — Deborah Y Castle

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Martha Shepard, a Notary Public in and for said County and State, the within named Lotty Castle, Geneva W. Castle, Dennis Wayne Castle, Deborah Y Castle

the 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 7th day of September, 1978

Martha Shepard, Notary Public.

Commission expires 7/18/82.

SEP 13 78	CONV	10,000.00			
SEP 13 78	MORT'G	11,000.00			
SEP 13 78	S'TAX		B*	26.00	
SEP 13 78	S'TAX		B*	9.00	
SEP 13 78	PR'FEE		B*	.50	
SEP 13 78	W'DEED		B*	4.00	* 39.50

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 .....

Mail Dennis Wayne Castle
P O Box 962 - Shelbyville Tenn 37160