NO. 23247 RECORDED NOV. 14, 1932. SAM T. GREEN TO C. W. WAGGONER, ET AL.

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of TWO THOUSAND FOUR HUNDRED ($2400.00) AND NO/100 DOLLARS of which SIX HUNDRED ($600.00) AND NO/100 DOLLARS has been paid in cash by C. W. WAGGONER AND WIFE, MARGRETTE WAGGONER AND R. C. WAGGONER AND WIFE LORELLE WAGGONER / , receipt of which is hereby acknowledged, and for the remainder EIGHTEEN HUNDRED ($1800.00) AND NO/100 DOLLARS the said C. W. WAGGONER AND WIFE, MARGRETTE WAGGONER AND R. C. WAGGONER AND WIFE LORELLE, WAGGONER,

HAVE EXECUTED THEIR THREE JOINT AND PROMISSORY NOTES OF EVEN DATE HEREWITH, IN THE SUM OF $600.00 EACH, FALLING DUE IN ONE, TWO, AND THREE YEARS FROM DATE RESPECTIVELY, AND PAYABLE TO THE ORDER OF SAM T. GREEN,

I declare that I am the true and lawful holder of the claim secured by the within instrument and hereby acknowledge the satisfaction thereof and discharge of the lien to secure the same in full. This 25 day of Nov., 1935

Attest: J. C. Freeman, Clerk
By Dan H. Goodlettsville, D.C.
J. C. Freeman, Clerk & Master

all of said notes bearing six per cent interest from date, and providing for payments of attorney's fees; and to secure the payment of said notes principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed

I, SAM T. GREEN, UNMARRIED

have this day bargained and sold, and do hereby transfer and convey, unto the said C. W. WAGGONER AND WIFE, MARGRETTE WAGGONER & R. C. WAGGONER AND WIFE, LORELLE WAGGONER, THEIR heirs and assigns, ~~certain real estate in Davidson County, Tennessee, as follows:~~

A CERTAIN TRACT OF LAND IN THE 10TH, FORMERLY THE 20TH, CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, DESCRIBED AS FOLLOWS: BEGINNING AT A DOUBLE HICKORY ON AN AGREED LINE BETWEEN A TRACT OF LAND FORMERLY BELONGING TO SMITH BURKLIN, NOW OWNED BY MRS. SALLIE E. BURKLIN & MARY K. BURKLIN, AND THIS TRACT OF LAND, AND RUNNING SOUTH 56½° WEST 26.7 POLES TO A HICKORY; THENCE NORTH 78° WEST 41.8 POLES TO A POST; THENCE SOUTH 28° WEST 39.8 POLES TO A HICKORY; THENCE SOUTH 32° WEST 50 POLES TO A WHITE OAK, THE NORTHWEST CORNER OF A TRACT OF LAND OWNED BY ELLIS E. AND LILLIE B. WAGGONER; THENCE NORTH 23½° WEST 7.9 POLES TO A STAKE; THENCE NORTH 83½° WEST 68 POLES TO A STAKE ON THE BANK OF A CREEK; THENCE SOUTH 33° WEST 19.2 POLES TO A SUGAR TREE; THENCE NORTH 38.4 POLES TO A HICKORY; THENCE WEST 12 POLES TO A PERMISSON; THENCE NORTH 39° EAST 56.4 POLES TO A HACKBERRY; THENCE NORTH 53.4 POLES TO A BEECH ON THE SIDE OF THE COUNTY ROAD; THENCE SOUTH 86° EAST 8 POLES; THENCE NORTH 85° EAST 19.2 POLES; THENCE NORTH 55° EAST 16 POLES; THENCE NORTH 70° EAST 20 POLES; THENCE NORTH 56° EAST 8 POLES; THENCE NORTH 41° EAST 24.6 POLES TO A STONE, SAID STONE BEING ABOUT 20 FEET NORTH OF THE CENTER OF THE COUNTY ROAD; THENCE SOUTH 77° EAST 8 POLES; THENCE NORTH 73° EAST 11.6 POLES TO THE NORTHWEST CORNER OF A TRACT OF LAND CONTAINING 5.62 ACRES, MORE OR LESS, CONVEYED BY OSCAR S. BURKLIN AND WIFE, TO H. D. MARTIN AND WIFE, BY DEED OF RECORD IN BOOK NO. 841, PAGE 120, REGISTER'S OFFICE FOR SAID COUNTY AND STATE; THENCE SOUTH 23½° EAST WITH SAID H. D. MARTIN AND WIFE'S WESTERN BOUNDARY LINE, 57 POLES TO THEIR SOUTHWEST CORNER; THENCE NORTH 55½° EAST WITH THEIR SOUTHERN BOUNDARY LINE 16½ POLES TO THEIR SOUTHEAST CORNER; THENCE SOUTH 23° EAST 8.5 POLES TO A STONE, A CORNER OF THE TRACT OF LAND OWNED BY MRS. SALLIE E. BURKLIN AND MARY K. BURKLIN; AND THENCE SOUTH 36° EAST WITH THEIR WESTERN BOUNDARY LINE, 47 POLES TO THE BEGINNING, INCLUDING AND EXCLUDING ABOUT 1 ACRE OF LAND SOLD AND CONVEYED BY SAM T. GREEN, UNMARRIED, TO H. N. RAGAN AND CONTAINING 109 ACRES, MORE OR LESS.
BEING THE SAME PROPERTY CONVEYED TO SAM T. GREEN BY DEED FROM E. L. GEISTMAN, TRUSTEE, OF RECORD IN BOOK 909, PAGE 205, REGISTER'S OFFICE FOR SAID COUNTY.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said C. W. WAGGONER AND WIFE, MARGRETTE WAGGONER & R. C. WAGGONER AND WIFE, LORELLE WAGGONER / THEIR heirs and assigns, forever, I covenant that I AM lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered.

I further covenant and bind MYSELF, MY heirs and representatives, to warrant and forever defend the title to said real estate to said C. W. WAGGONER AND WIFE, MARGRETTE WAGGONER & R. C. WAGGONER AND WIFE, LORELLE WAGGONER, 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 nonpayment of said notes as they mature, as hereinafter provided, and for the consideration of One Dollar to US in hand paid WE, the said C. W. WAGGONER AND WIFE, MARGRETTE WAGGONER & R. C. WAGGONER AND WIFE, LORELLE WAGGONER, do hereby transfer and convey unto WADE SAIN, Trustee, his successors and assigns, the real estate herein before described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

WAGGONER & WIFE, LORELLE,

WE, the said C.W.WAGGONER AND WIFE MARGRETTE WAGGONER & R. C. / , 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 $ -- 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 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 C. W. WAGGONER & WIFE, MARGRETTE WAGGONER & WIFE, LORELLE WAGGONER, R. C. WAGGONER / 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 south door of the Courthouse 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.

WE agree that the Trustee may, at any time after default in 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 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 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 C. W. WAGGONER & WIFE, MARGRETTE WAGGONER & R. C. WAGGONER & WIFE, LORELLE WAGGONER, THEIR 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 the first-maturing unpaid note, is hereby authorized and empowered to name and appoint a successor to execute this trust by any instrument in writing, to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to WADE SAIN Trustee, shall be vested in said successor.

Said Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account of settlement in relation to his trusteeship.

In Witness Whereof, We, the said SAM T. GREEN AND C. W. WAGGONER AND WIFE, MARGRETTE WAGGONER and R. C. WAGGONER AND WIFE LORELLE WAGGONER, hereunto set our hands at NASHVILLE, Tennessee, this the 7TH day of NOVEMBER, 193 2.

SAM. T. GREEN
C. W. WAGGONER
MRS. MARGRETTE WAGGONER
R. C. WAGGONER
MRS. LORELLE WAGGONER.

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, E. B. WALTON, a Notary Public in and for said County and State, the within named SAM T. GREEN, UNMARRIED, AND C. W. WAGGONER AND WIFE, MARGRETTE WAGGONER AND R. C. WAGGONER AND WIFE, LORELLE WAGGONER, the bargainor S, with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And MARGRETTE WAGGONER AND LORELLE WAGGONER, C. W. WAGGONER AND R. C. WAGGONER, wiVES of the said having appeared before me privately and apart from THEIR husband S, the said MARGRETTE WAGGONER AND LORELLE WAGGONER, acknowledged the execution of the said instrument to have been done by THEM freely, voluntarily, and understandingly, without compulsion or constraint from THEIR said husband S, and for the purposes therein expressed.

Witness my hand and official seal at NASHVILLE, Tennessee, this 7 day of NOVEMBER, 193 2.

My commission expires APR. 8, 1933.

(Seal) E. B. WALTON
Notary Public.

U.S.R.S. $2.50.

RECEIVED NOV. 12, 1932, AT 10:56 A.M.

80783 MARSHALL & BRUCE CO. NASHVILLE