BK 2643

INSTALLMENT DEED — TENNESSEE TITLE COMPANY

FORM 1008

FOR AND IN CONSIDERATION OF the sum of five thousand - - - - - - - - DOLLARS

of which $ 1,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees M. C. Webb Jr. & wife, Mary M. Webb execute their joint promissory note for $4,000.00 to bear interest at the rate of 5%. Principal and interest to be paid in 180 consective installments of $31.64 per month. First installment due and payable May 1, 1957.

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, J. R. Rosson and wife, Lola Rosson

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

M. C. Webb Jr. & wife, Mary M. Webb

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

Lying in the 10th, formerly the 22nd Civil District, of Davidson County, Tennessee, being a part of the John Butterworth Tract and marked Tract "D" and "E" on a survey by Hickerson-Miller-Engineers-Surveyors, dated March 28, 1957, and described as follows: BEGINNING at a point in the center line of Lickton Pike at the common corner of Tracts "E" and "F"; thence with the line between said Tracts North 74° West 1,960 feet to a stake in a fence line; thence along said fence, North 8° 30' East 335 feet to a stake at a corner; North 88° West 1,025 feet to a stake at an old rock; North 4° 30' East along an old fence line, 409 feet to a stake near a drain; thence East 210 feet to a stake in a spring; thence North 58° East 188 feet to a 15" poplar; North 48° 30' East 134 feet to a 24" poplar; North 55° East 137 feet to a 36" poplar; North 59° 30' East 85 feet to a 24" poplar; North 67° 30' East 95 feet to a poplar; North 74° 30' East 48 feet to a persimmon; thence South 86° 15' East 102 feet to a 36" poplar; thence South 81° 30' East 88 feet to a 24" dead poplar, continuing along an old established fence, South 88° 30' East 160 feet to an 18" hickory; South 56° 45' East 80 feet to a 24" poplar; thence South 77° 15' East 50 feet to a 15" ash; South 47° 30' East 120 feet to a 36" Walnut; South 59° 15' East 220 feet to a 24" Walnut; thence North 87° 45' East 95 feet to a corner post; thence South 6° East 335 feet to a point in a fence; thence South 4° East 394 feet to a point; thence South 74° 30' East 710 feet to a stake, a corner of Tract "D"; thence with the west line of Tract "D" along a fence, North 62° 30' East 460 feet to a hub in the south margin of a roadway being an old fence and tree row near a creek; thence along the margin of said roadway, South 33° 30' East 320 feet to the center line of Lickton Pike; thence with the center line of the same, southwesterly around a slight curve 246 feet to a point and continuing with the center line of said Pike, South 19° West 219 feet to the point of beginning, containing 43.9 acres more or less.

BEing part of the property conveyed to J. R. Rosson and wife, Lola Rosson, by deed from Dora E. Sharpe and husband, of record in Book 545, page 618; Register's Office for said County.

FULL RELEASE

[illegible] the true and lawful holder of the claim secured [illegible] and hereby acknowledges the satisfaction thereof and [illegible]

31 Oct. 1961

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 unincumbered.

We further covenant and bind ourselves, our heirs and [illegible] 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 grantors, hereby do hereby bargain and convey unto [illegible] Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purpose hereinafter, viz: We, the said grantors 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 not at least the sum of $ [illegible] Until the notes herein secured are fully paid, and to have the loss, if any, payable on the face of the insurance policy to said Trustee for the benefit of the lawful owner and holder of said notes, as their interest may appear; and to pay all taxes when due; and to cause us [illegible] all taxes and assessments thereon, and to pay them when due; and in case we fail to do so, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do so, and the sum or sums so expended as part of the indebtedness hereby secured, and bear interest at the rate of [illegible] per annum from date of such payment. Now, if we, the said grantors, shall pay the notes aforesaid when due, according to their tenor and effect, and shall keep said property insured, as aforesaid, and pay the taxes aforesaid when due, and keep the buildings on said property in repair, and keep said premises harmless, or otherwise protect the lawful owner and holder of said notes from all damage, costs, or expense in connection therewith, and shall not commit or permit any waste of said property, or if, failing to pay taxes, keep up insurance or keep said premises in repair, we shall pay to the said Trustee, or the lawful owner and holder of said notes, the amount of such taxes and insurance premiums, with interest, as expended by said Trustee, or said owner and holder of said notes, from date of such payment, and shall pay all costs, charges and expenses incurred by said Trustee, or said owner and holder of said notes, in the enforcement of this trust, including a reasonable attorney's fee, and shall pay all of the said notes, principal and interest, when due, and shall keep all of the covenants of this deed of trust, then, and in that event, 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, or any part of said principal and interest, when due, or fail to keep said premises insured as aforesaid, or pay said taxes, or keep said premises in repair, or keep said premises harmless, or otherwise protect the lawful owner and holder of said notes from all damage, costs, or expense in connection therewith, or fail to pay the costs, charges and expenses of said Trustee, or any of said notes when past due, with interest, as expended by said Trustee, or said owner and holder of said notes, or fail to pay all costs, charges and expenses incurred by said Trustee, or said owner and holder of said notes, in the enforcement of this trust, including a reasonable attorney's fee, or fail to keep any of the covenants of this deed of trust, then, and in that event, all of the said notes, principal and interest, shall, at the option of the said Trustee, or the lawful owner and holder of said notes, or any of them, become immediately due and payable, and this trust conveyance shall remain in full force and effect, and the said Trustee, or his successor in trust, is hereby authorized and empowered, after having first given twenty days' notice, by publishing a notice of the time, place and terms of such sale in some newspaper published in Davidson County, Tennessee, to sell the property hereinbefore described at the courthouse door in Davidson County, Tennessee, at public outcry, to the highest and best bidder for cash, or on a credit of [illegible] days, the purchaser to give his note with approved security, bearing interest from date of sale until paid, and the Trustee is hereby authorized to execute bond with approved security for the purchase money, and to retain a lien on the property for the payment of the purchase money, and to make to the purchaser a good and sufficient deed to the property so sold. The grantee may bid at any sale had by virtue of this conveyance. The proceeds arising from any such sale shall be applied first to the payment of all costs, charges and expenses incurred by the said Trustee in the execution of this trust, including a reasonable attorney's fee; second, to the payment of the said notes, principal and interest, whether the same shall have matured by the terms thereof or not, and third, the balance, if any, to the person or persons legally entitled thereto. We further agree that in the event the Trustee named herein shall fail or refuse to act, the Register of Davidson County, Tennessee, is hereby appointed Trustee hereunder, and as such Trustee shall be entitled to all the rights and powers and shall be charged with all the duties of the Trustee named herein.

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