BK 2643

INSTALLMENT DEED — TENNESSEE TITLE COMPANY

FORM 1003

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 Roy Jackson Baggett and wife, Mary Durham Baggett execute their joint promissory note for $4,000.00 to bear interest at the rate of 5%. Annually for 15 consective installments. First instalment of $266.76 due April 8,1958. Balance of 14 installments of $266.66

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

Roy Jackson Baggett and wife, Mary Durham Baggett

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

Land in the 10th formerly the 22nd. Civil District, of Davidson County, Tennessee, being a part of the John Butterworth Tract and marked Tract "F" on a survey made 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 corner of Tracts "E" and "F"; thence with the center of said Pike, South 19° West 313 feet to a corner of Tracts C and B, continuing with the center of said Pike, along the line of Tracts "B" and "F", South 19° West 461 feet to a point; Thence leaving said Pike as follows: North 60° West 330 feet; North 71° West 180 feet; North 84° West 242 feet; North 86° West 1,030 feet; North 5° East partly along a fence 820 feet; North 8° 30' East 135 feet to a stake in a fence a corner of Tract "E"; thence with the line between Tracts "E" and "F", South 74° East 1960 feet to the point of beginning, containing 34 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.

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

Trustee, his successors and assigns, the real estate hereinabove 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 $ 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, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured thereby, 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 have said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if we fail to pay said notes or any part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said policies insured as herein provided; or if said mortgaged property, by the Trustee or lawful owner and holder of said notes for all sums with interest, as 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, and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty days' notice by three publications in some 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 to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this agreement. 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 should fail, refuse or neglect to act, the Register of the County in which said property is located shall be and is hereby appointed Trustee hereunder, and as successor Trustee, to execute the trust herein created, with like powers and duties conferred upon the Trustee herein named, and the successor Trustee shall be entitled to immediate possession of said property, and shall only account for the net rents actually received by him. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

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