Send Tax Bills to: Robert W. Means
Rt 2, Box 370
Goodlettsville, Tenn.

Owner (Sent)

Map 11
Par. 34

INSTALLMENT DEED

M.O.

BOOK 3952 PAGE 116

For and in Consideration of the sum of THREE THOUSAND and No/100 ($3,000.00) Dollars, of which SIX HUNDRED and No/100 ($600.00) Dollars, has been paid in cash by Robert W. Means and wife, Mary E. Means, the receipt of which is hereby acknowledged, and for the remainder of TWO THOUSAND FOUR HUNDRED and No/100 ($2,400.00) Dollars, the said Robert W. Means and wife, Mary E. Means, have executed their one promissory note of even date herewith, payable to the order of Albert S. Greer, Irvin H. Greer, Shelby L. Greer, Linnis Greer Dorris, Katie M. McNeil and Ella B. Coleman, in monthly installments of $46.40 each, which includes principal and interest at the rate of 6% per annum, beginning November 1, 1965, with the balance being due and payable on or before October 1, 1970, said payments to be applied first to the payment of interest on the principal sum or so much as shall from time to time remain unpaid, and the balance to be applied to the payment of the principal sum until the entire amount, both principal and interest, has been paid in full,

all of said notes bearing six per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, We, ALBERT S. GREER, IRVIN H. GREER, SHELBY L. GREER, LINNIS GREER DORRIS, KATIE M. McNEIL and ELLA B. COLEMAN, being all the heirs-at-law of Joseph E. Greer, deceased, have this day bargained and sold, and do hereby transfer and convey unto the said ROBERT W. MEANS and wife, MARY E. MEANS, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: A tract of land in the 10th Civil District of said County, described according to a copy of a survey by John R. Alley, Surveyor, dated June, 1965, as follows:

Beginning at an iron spike set in the center of Greer Road, the southwest corner of the Elizabeth Tate Property; thence with Tate's westerly line, north 11 deg. 40 min. east 36 feet to a stake, Elizabeth Tate's northwest corner; thence with Tate's northerly line, south 85 deg. east 304 feet to a hickory stump, and north 66 deg. east 230 feet to a post, Tate's northeast corner and a corner with Mrs. Alma Spivey; thence with Spivey's northerly line, north 66 deg. east 129 feet to a stone monument in Spivey's westerly line; thence with Spivey's westerly line, north 16 deg. east 291 feet to a stone monument; thence with Spivey's northerly line, south 86 deg. 30 min. east 415 feet to a stake; thence with Spivey's westerly line, a marked line, north 4 deg. east 749 feet to a marked hickory; thence along an old marked line, north 86 deg. 30 min. west 948 feet to a marked hickory, a corner with Burnette; thence with Burnette's easterly line, south 2 deg. 30 min. west 495 feet to a pile of stone, a corner with Burnette; thence with Burnette's southerly line, north 86 deg. 30 min. west 391 feet to a point; thence south 9 deg. east 733 feet to an iron spike set in the center of Greer Road; thence with the center of the same, south 77 deg. 40 min. east 55 feet to the point of beginning, containing 26.05 acres, more or less. Said tract is not improved.

Being part of the same property conveyed to Joseph E. Greer, by deed from W. J. Nelms and wife, of record in Book 359, page 590, and by deed from Oliver W. Spivey and wife, of record in Book 1198, page 554, Register's Office of Davidson County, Tennessee, the said Joseph E. Greer having since died survived by the grantors, his only heirs-at-law.

Send tax bills to Robert W. Means et ux, at

This instrument was prepared by John B. Henry, Attorney, at 934 Stahlman Building, Nashville, Tennessee, 37201.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Robert W. Means and wife, Mary E. Means, 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 said real estate to said Robert W. Means and wife, Mary E. Means, 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 Robert W. Means and wife, Mary E. Means,

do hereby transfer and convey unto John B. Henry, 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 Robert W. Means and wife, Mary E. Means,

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 $insurable value 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 interst 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 Robert W. Means and wife, Mary E. Means, 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; or if 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 trust 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 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 Robert W. Means and wife, Mary E. Means, 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 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 John B. Henry, 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 or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said Albert S. Greer, Irvin H. Greer, Shelby L. Greer, Linnis Greer Dorris, Katie M McNeil and Ella B. Coleman, and Robert W. Means and wife, Mary E. Means,

hereunto set our hands at Nashville, Tennessee, this the 2nd day of Oct. 1965

Albert S. Greer — Katie M. McNeil

Irvin H. Greer — Ella B. Coleman

Shelby L. Greer — Robert W. Means

Linnis Greer Dorris — Mary E. Means

STATE OF TENNESSEE)
)
Davidson County)

Personally appeared before me, Jim Stevens, a Notary Public in and for said County and State, the within named Robert W. Means and wife Mary E. Means the bargainors, 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 9th day of October, 1965

Notary Public

Commission Expires My Commission Expires Nov. 6, 1968

CONT'D. NEXT PAGE

CONT'D. NEXT PAGE

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Isaac B. Coleman, Jr., a Notary Public in and for said County and State, the within named Albert S. Greer, Irvin H. Greer, Shelby L. Greer, Linnis Greer Dorris, [redacted]

part of and Ella B. Coleman, part of

the bargainors, 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 Goodlettsville Tennessee, this 4th day of October, 1965

Commission Expires October 28-1968 Isaac B. Coleman, Jr. Notary Public.

STATE OF MICHIGAN
Genesee County.

Personally appeared before me, John D. Graves, a Notary Public in and for said County and State, the within named [redacted]

Katie M. McNail, one of

the bargainors, 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 Flint, Michigan this 4th day of October, 1965

Commission Expires 1-23-66 John D. Graves Notary Public

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STATE OF TENNESSEE
Davidson County

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____ with whom I am personally acquainted and who upon (his oath / their several oaths) acknowledged (himself / themselves) to be the _____ and _____ respectively of the _____ the within named bargainor, a corporation, and that (he / they) as such _____ and _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said _____ as such _____, and attesting the same by the said _____ as such _____

Witness my hand and official seal at office at _____ on this the _____ day of _____, 19____

My commission expires _____ _____ Notary Public

MAIL TO: JIM STEVENS, ATTORNEY
3937 GALLATIN RD. NASHVILLE, TENN.

INSTALLMENT DEED

FROM
ALBERT S. GREER ET AL

TO
ROBERT W. MEARS ET UX

360.00

Attorneys Title Company
Title Guaranteed

04083

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

NASHVILLE, TENN.
OCT 29 10 11 AM '65
NOTED BOOK 118 PAGE 743
RECORDING FEE $ 1.00
DEP. REG. 2.00

STATE TAX $ 1.80
PROBATE .50
TOTAL $ 2.30

OCT 29 1965

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID OCT 29 27