Deed Prepared by James R. McKinney, Attorney, Madison, Tennessee

New Owner: Mail Tax Statements:
Tom Rollins et al
1200 Old Hickory Blvd.
Madison, Tennessee

Map 11

BOOK 4249 PAGE 987

Par 29

Installment Deed

FOR AND IN CONSIDERATION of the sum of Thirteen thousand five hundred and no/100 ($13,500.00) ---------- *Dollars,*

of which Two thousand and no/100 ($2,000.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Elsven thousand five hundred and no/100 ($11,500.00) ---------- *Dollars,*

We, Tom Rollins et ux, Charlotte Rollins and Alfred B. Rollins et ux, Sandra Rollins *have* ve *executed*

an installment deed note of even date herewith payable to E. W. Adams et ux, Jessie M. Adams in monthly installments of $190.59 with the first payment due on July 20, 1968 and each succeeding month thereafter. Said note to bear interest at the rate of six(6%) per cent per annum. Said payment includes both principal and interest. Said note may be paid off at any time without penalty.

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, We, E. W. Adams, et ux, Jessie M. Adams, hereinafter called the grantors,

have this day bargained and sold, and do hereby transfer and convey unto the said Tom Rollins et ux, Charlotte Rollins and Alfred B. Rollins et ux, Sandra Rollins, hereinafter called the grantees, their (~~successors~~), *heirs and assigns,*

certain real estate in Davidson *County, Tennessee, as follows:*

Centain tracts or parcels of land located in the 10th Civil District of Davidson County, Tennessee, on the east side of Greer Road, and being Tracts No. C-1, C-2, and C-3, as shown by a survey of Hickerson & Smith Engineering Co., dated October 20, 1964, a plat of which is of record in the County Court Clerk's Office for Davidson County, Tennessee.

Beginning at a point 1.0 mile, more or less, in a northerly direction from Ivy Point Road, in the center of Greer Road, this being a corner of the A. F. Greer property, thence South 85° 00' East 1090 feet to a point marked by a planted stone, this being the northeast corner of the A. F. Greer property where the same joins the W. G. Greer property; thence South 10° 00' West 620 feet to an elm tree, this being the southeast corner of the A. F. Greer property; thence North 85° 00' West 1040 feet to a point marked by an iron pin, approximately 20 feet from the shoulder of Greer Road, being the southwest corner of the A. F. Greer property; thence North 5° 30' East 620 feet to the point of beginning, and containing 15.2 acres, more or less.

Being property conveyed to E. W. Adams and wife, Jessie M. Adams, by deed from R. E. Worrall, Clerk of the County Court, as of record in Book 3858, Page 746, 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 grantees, their (successors), *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* grantees, their (successors), *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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Tom Rollins et ux, Charlotte Rollins and Alfred B. Rollins et ux, Sandra Rollins *hereinafter referred to as trustors, hereby transfer and convey unto* James R. McKinney, *Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors 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 the sum of $_____, or at least the maximum insurable value, until the indebtedness herein secured is 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 or holder of said indebtedness as his interest may appear.

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and

expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, 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. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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 indebtedness 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 trustors, their order, 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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 above named trustee shall be vested in said successor.*

The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 29th *day of* June, 19 68.

E W. Adams

Jessie M. Adams

Alfred B. Rollins

Sandra L. Rollins

Tom Rollins

Charlotte Rollins

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* E. W. Adams and wife, Jessie M. Adams, Alfred B. Rollins et ux, Sandra Rollins, Tom Rollins et ux Charlotte Rollins *the within named bargainor S., 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 Madison, Tennessee, *this* 29th *day of* June, 19 68.

Jessie R. McKinney *Notary Public*

Commission expires Dec 10, 1969

BOOK 4249 PAGE 990

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* E. W. Adams et ux, Jessie M. Adams

the within named 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 Madison, Tennessee, *this* ____ *day of* ____, 1968.

Notary Public

Commission expires ____

STATE OF TENNESSEE }
COUNTY OF ____ }

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*

Witness my hand and seal, at office in ____, *this* ____ *day of* ____, 19____.

Notary Public

Commission expires ____

JUL 10 ST TAX A* 35.10
JUL 10 MTG 11,500.00
JUL 10 ST TAX A* 9.50
JUL 10 PRFEE A* .50
JUL 10 RECD A* 6.00 * 51.10

I hereby swear or affirm that the actual considreation or true value for this transfer, whichever is greater, is $ 13,500 ov.

Affiant. E. W. Adams

Subscribed and sworn to before me this 19th day of June, 1968.

Notary Public

INSTALLMENT DEED

FROM E. W. ADAMS ET UX

TO TOM ROLLINS ET UX
ALFRED ROLLINS ET UX

404674

IDENTIF. REFERENCE

JUL 10 2 43 PM '68

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

Compliments of
Madison Title Company
MADISON, TENNESSEE

Representing
Southern Title Insurance Company
4277 Lyons View Pike
KNOXVILLE, TENNESSEE