New Owner:
Wayne Sinks etux
Old Harding Road
Rt 5 Box 260
Nashville Tenn. 37221

Tax Bill
Same

BOOK 4315 PAGE 931

This Instrument Prepared By:
Berry & Berry, Attorneys
Franklin, Tennessee

Map 178
Pal. 30 n.o.

FOR AND IN CONSIDERATION of the sum of Seventeen Thousand Five Hundred and no/100 ($17,500.00) Dollars, paid and to be paid as follows:

Two Thousand and no/100 ($2,000.00) Dollars payable in cash and Fifteen Thousand Five Hundred and no/100 ($15,500.00) Dollars payable by the execution and delivery of one certain installment note, payable over a period of twenty years, drawing six (6%) percent interest on the unpaid principal and payable in monthly payments of One Hundred Eleven and 05/100 Dollars, ($111.05) Dollars, which includes interest, all according to the tenor of the note; and to secure and make certain the payment of which a vendor's lien is retained on the property hereinafter described; we, C. D. Potts and wife, Mayme P. Potts, have this day bargained and sold and do hereby transfer and convey unto Wayne Sinks and wife, Sherrie Sinks, and to their heirs and assigns, and in fee simple, that certain parcel of land, lying and being situated in the 9th Civil District formerly the 14th Civil District of Davidson County, Tennessee, described according to survey of Z. J. Wilkinson, Surveyor, dated November 15, 1965, as follows, to-wit:

> Beginning on the northerly margin of Allison Road at the southwest corner of the property conveyed to Howard E. Davidson and wife, by deed from J. J. Rizzardi and wife, of record in book 3399, page 600, Register's Office for said County; thence with said Davidson's Western boundary line northerly 247 feet; thence westerly 140 feet; thence southerly 4 degrees 30' west 247 feet to the northerly margin of Allison Road; thence with the same easterly 140 feet to the beginning.
>
> Being the same property conveyed to C. D. Potts and wife, Mayme P. Potts, by deed from Frances J.Farnsworth of record in book 4249, page 824 Register's Office for said County.

TO HAVE AND TO HOLD the said lands, with the improvements and appurtenances thereunto belonging to the said Wayne Sinks and wife, Sherrie Sinks, their heirs and assigns, forever.

And we covenant with the said Wayne Sinks and wife, Sherrie Sinks, that we are lawfully seized and possessed of said land, in fee simple, have a good right to convey it and that it is unencumbered, except as follows:

(1) Subject to taxes for the year 1969 which will be prorated on the basis of the 1968 taxes at the date of the deed.

(2) Subject to easement for water line as reserved in deed of record in Deed Book 3952, page 84, Register's Office of Davidson County, Tennessee.

(3) Subject to easement for private road on and across the southwesterly corner of above property as set out in deeds of record in Book 1360, page 297 and Book 2032, page 528, both in the Register's Office of Davidson County, Tennessee, and as shown by survey by Pete Meyers, Surveyor, dated May 21, 1946.

(4) Grantors assign and set over to grantees the water rights as described in deed of record in Deed Book 3952, page 84, to which reference is here made for the provisions thereof, which are incorporated herein by reference; and this conveyance is made subject to the reservation for easement of water line as described therein.

And we further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said property to the said Wayne Sinks and wife, Sherrie Sinks, their heirs and assigns, against the lawful claims of all persons, whomsoever.

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 Wayne Sinks and wife, Sherrie Sinks, hereinafter referred to as trustor, hereby transfer and convey unto Tyler Berry, 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:

Trustor agrees 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 $16,000.00 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.

Trustor further agrees 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 trustor 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 trustor 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 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, trustor fails 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 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. 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 trustor, 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 to so 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.

Said trustee shall execute this trust with out 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, the parties to this instrument have signed their names, on this the 10th day of March, 1969.

C. D. Potts

Mayme P. Potts

Wayne Sinks

Sherrie Sinks

STATE OF TENNESSEE
WILLIAMSON COUNTY

Personally appeared before me, _____ a Notary Public in and for said State and County, C. D. Potts and wife, Mayme P. Potts, and Wayne Sinks and wife, Sherrie Sinks, the within named bargainors, with whom I am personally acquainted and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

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Witness my hand and official seal at Nashville Tennessee, on this the 10th day of March, 1969.

Mrs. Ceara Stark
Notary Public

(SEAL)

My commission expires:
Nov. 12, 1972

STATE OF TENNESSEE

COUNTY OF Davidson

The actual consideration or value, whichever is greater, for this transfer is $17,500.00.

Wayne Sinks

Subscribed and sworn to before me, this the 10th day of March, 1969.

Mrs. Ceara Stark
Notary Public

(SEAL)

My commission expires:
Nov. 12, 1972

A 33083

IDENTIF. REFERENCE

MAR 10 10 39 AM '69
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

MAR 10 69	CONV	17,500.00				
MAR 10 69	MORT'G	15,500.00				
MAR 10 69	S'TAX		A*	45.50		
MAR 10 69	S'TAX		A*	13.50		
MAR 10 69	PR'FEE		A*	.50		
MAR 10 69	W'DEED		A*	10.50	*	70.00