Installment Deed

BOOK 4568 PAGE 856

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Jeanne E. Luck and Ethel C. Holland	Same	9D15270
(NAME:) Buffalo Road R.R. #2	(NAME:)	Map M113
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee	(STREET ADDRESS)	Par. 75
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Fifteen Thousand and no/100----------($15,000.00)--------- *Dollars,*

of which Five Thousand and no/100----------($5,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder the grantees agree to pay an indebtedness of Ten Thousand and no/100----------($10,000.00)---------- *Dollars,*

the grantees, Jeanne E. Luck and Ethel C. Holland *have executed* their promissory note of even date herewith, payable to the order of Clyde Jennette and Rachel Ella Jennette, in installments as follows: on the first day of January, 1973; the sum of Seven Hundred and no/100 Dollars ($700.00) and thereafter on the first day of February, 1973; the sum of Seventy Nine and 42/100 Dollars ($79.42) and thereafter on the first day of each succeeding month a like amount is due until a total of 228 monthly payments is paid. The last installment in the amount of $79.42 is due on the first day of January, 1992. The installments include interest at the rate of seven per centum (7%) per annum.

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, Clyde Jennette and wife, Rachel Ella Jennette

have this day bargained and sold, and do hereby transfer and convey unto the said Jeanne E. Luck and Ethel C. Holland *(successors), heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows: TRACT NO. 1: A tract in the 9th, formerly the 14th, Civil District of said County described as follows: Beginning at a white oak, poplar and sugur tree, the northeast corner of 193 1/2 acres of land conveyed to W. C. Hutton by S. H. Adkisson and wife, of record in Book 97, page 309, Register's Office for Davidson County, Tennessee; thence with the north line of said tract, west 160 poles to a chestnut oak, the northwest corner of said tract; thence with the west line of said tract, south 50 poles to Sallie Cox's northwest corner; thence with her north line, east 160 poles to the east line of the original tract; thence north 50 poles to the beginning, containing 50 acres. Together with an easement for a right-of-way across 74 1/4 acres of land conveyed to Charles Herbert Jennette by deed from Thelma Collins, of record in Book 1427, page 141, Register's Office for Davidson County, Tennessee, out to the Buffalo Road.

Being part of the real property conveyed to Clyde Jennette, by deed from Albert Lee Jennette and wife, of record in Book 3160, page 625, Register's Office for Davidson County, Tennessee.

TRACT NO. 2: A tract of land in the 9th Civil District of said County described as follows: Beginning at a stake at the northeast corner of W. M. White's property; thence west 25 poles; thence south 8 1/2 poles; thence east 25 poles; thence north 8 poles to the point of beginning, containing 1 1/4 acres, more or less.

Being the same part of the real property conveyed to Clyde Jennette by deed from Albert Lee Jennette and wife, of record in Book 3160, page 625, Register's Office for Davidson County, Tennessee.

This instrument prepared by: Joel Riggs & Company 3813 Cleghorn Avenue Nashville, Tennessee

Grantors and grantees herein agree that the following agreement is made a part of this instrument:

Grantees agree that they will not sell, convey, transfer or emcumber the said property without the written consent of the grantors, and grantees further acknowledge that in the event of such conveyance and assumption a new interest rate and mortgage payment amount may be negotiated between the grantors, the new purchaser, and the grantees. It is also agreed between grantors and grantees that in the vent of a conveyance and assumption the original mortgagors, the grantees, are not relieved from liability with respect to the terms and provisions of the note and this Installment Deed without the written consent of the grantors. A reservation is set out in deed from Charles Herbert Jennette and wife, Annabelle Kerr Jennette, to Alker S. Tinch and wife, Lucille Gertrude Tinch, dated March 28, 1952, filed April 28,.1952, and recorded in Book 2044, page 273, Register's Office for Davidson County, Tennessee, as follows: "Grantors herein reserve the right to use the spring located on the premises herein described."

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $15,000.00

Affiant

Subscribed and sworn to before me, this the 3rd day of January, 1972.

Notary Public

My Commission Expires October 29, 1975

My commission expires: _____

unimproved ( ) is improved (X) known as Buffalo Road (House Number) R.R. #2 (Street) Nashville, Tennessee P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Jeanne E. Luck and Ethel C. Holland *(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,* except as herein before stated.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Jeanne E. Luck and Ethel C. Holland *(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 Jeanne E. Luck and Ethel C. Holland *hereinafter referred to as trustors, hereby transfer and convey unto* Alfred T. Adams, Jr., *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 $ 10,000.00, *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.*

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 a pear 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 3rd *day of* January, 1972

Jeanne E. Luck

Jeanne E. Luck

Ethel C. Holland

Ethel C. Holland

Rachel Ella Jennette

Rachel Ella Jennette

Clyde Jennette

Clyde Jennette

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Joel Riggs, *a Notary Public in and for said County and State,* Clyde Jennette and wife, Rachel Ella Jennette, *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 Nashville, *Tennessee, this* 3rd *day of* January, *19*72.

Joel Riggs

Notary Public

Commission expires My Commission Expires October 29, 1975

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STATE OF Pennsylvania }
COUNTY OF Allegheny }

Personally appeared before me, Charles E. Jackson, *a Notary Public in and for said County and State,* Ethel C. Holland & Jeanne E. Luck *the within named bargainor,* , *with whom I am personally acquainted, and who acknowledged that* *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Pittsburgh, Pa. *this* 3rd *day of* January *19* 72

Charles E. Jackson
Notary Public

Commission expires NOTARIAL SEAL CHARLES E. JACKSON, Notary Public Pittsburgh, Allegheny County MY COMMISSION EXPIRES SEPT. 25, 1972 Member, Pennsylvania Association of Notaries

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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 corporatoin by* *self as* .

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

Notary Public

Commission expires .

INSTALLMENT DEED

FROM

Clyde Jennette and wife,

Rachel Ella Jennette

TO

Jeanne E. Luck and

Ethel C. Holland

JAN 14 72	CONV	15,000.00				
JAN 14 72	MORT'G	10,000.00				
JAN 14 72	S'TAX		A*	39.00		
JAN 14 72	S'TAX		A*	8.00		
JAN 14 72	PR'FEE		A*	.50		
JAN 14 72	W'DEED		A*	8.00	*	55.50

B 4 4 8 7 2

IDENTIFICATION

JAN 14

Compliments of

Guaranty Title Company

Kansas City Title Insurance Company

American Trust Building

S. W. Cor. Third & Union

NASHVILLE, TENNESSEE