FROM

HERBERT BENTON JENKINS ET UX,

SYLVIA M. JENKINS

TO

BAKER & FREEMAN, INC.

MAIL
RECORDED INSTRUMENT
To: JOHN G. DOAK, Atty.
2525 Lebanon Road
Nashville, Tenn.
37214

This instrument was prepared by:

JOHN G. DOAK, Attorney
2525 Lebanon Road
Nashville, Tennessee 37214

ADDRESS NEW OWNER	SEND TAX BILLS TO:	MAP-PARCEL NOS.
BAKER & FREEMAN, INC.	SAME	Map 98
2517 LEBANON ROAD		Pcl. 51.2-
NASHVILLE, TENNESSEE 37214	BOOK 4578 PAGE 344	51.3-51.4
		51.7 PO

State of Tennessee
County of Davidson

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

$ 10,000.00

x R E Baker
AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 8th DAY OF FEBRUARY, 1972.

Helen L. Sanderson
NOTARY PUBLIC

MY COMMISSION EXPIRES: 11 August 1975

For and in consideration of the sum of TEN THOUSAND DOLLARS ($10,000.00) of which TWO THOUSAND DOLLARS ($2,000.00) has been paid in cash by the grantee hereinafter named, the receipt and sufficiency of which is hereby acknowledged, and for the remainder the said grantee has executed its installment deed note of even date payable to the order of Herbert Benton Jenkins and wife, Sylvia M. Jenkins in the principal amount of Eight Thousand Dollars ($8,000.00) payable in ten (10) successive equal annual installments of Eight Hundred Dollars ($800.00) on the principal plus interest at the rate of six percent (6%) per annum on the unpaid balances; the first such payment of principal plus interest shall be due and payable on the 7th day of February, 1973; and thereafter a like payment on the 7th day of February of each succeeding year for nine (9) additional years. Sellers hereby agree to release twenty percent (20%) of area and twenty percent (20%) of frontage with down payment and eight percent (8%) of area and frontage with each subsequent annual payment, said release to be made when and as designated by buyer; and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed.

HERBERT BENTON JENKINS and wife, SYLVIA M. JENKINS , hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

BAKER & FREEMAN, INC., herein called grantee, its successors, representatives and assigns, certain real estate in Davidson County, Tennessee, as follows:

Four tracts of land in the 4th Civil District of Davidson County, Tennessee, described according to a survey of the land of William Moore Heirs, made by Stephen A. Draper, Surveyor, dated October 29, 1962, as follows:

TRACT NO. 1: Beginning at a point in the south margin of John Hager Road, 225 feet westerly from the west margin of New Hope Road, being the northwest corner of property conveyed to Alberta Woods by Graham B. Boyce, Trustee, and running thence with the westerly line of Alberta Woods, south 21° 40' east 660 feet; thence south 150 feet; thence north 26° west 758 feet to the southerly margin of John Hager Road; thence easterly 119 feet to the point of beginning, containing 1.4 acres, more or less.

TRACT NO. 2: Beginning at a point in the southerly margin of the John Hager Road, being the northwest corner of the property conveyed to John Adams and wife, by an unrecorded deed, dated January, 1956, said point being 102 feet westerly from the west margin of New Hope Road; thence with the west line of said John Adams property, south 9° 30' east 180 feet to a point; thence south 27° 30' east 156 feet to a point; thence north 76° 30' east 24 feet to the east line of the property conveyed to William Moore, by deed of record in Book 256, page 468, Register's

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Office for said County; thence with said east line, south 382 feet; thence north 21° 40' west 660 feet to the south margin of John Hager Road; thence along the southerly margin of John Hager Road, easterly 153 feet to the beginning, containing 1.60 acres, more or less.

TRACT NO. 3: Beginning in the southerly margin of the John Hager Road, at the point 374 feet westerly from the west margin of New Hope Road, at the northwest corner of the property conveyed to Hattie Peay, by deed of record in Book 3507, page 551, Register's Office for said County;thence with Hattie Peay's west line, south 26° east 758 feet; thence south 125 feet to the southeast corner of the William Moore Heirs tract; thence north 28° 30' west 841 feet to the southerly margin of said John Hager Road; thence with said margin, 101 feet to the point of beginning, containing 1.4 acres, more or less.

Being the same property conveyed to H. B. Jenkins and wife, Sylvia Jenkins, by deed from Morrow-Headden Community Center, Inc., of record in Book 4336, page 20, Register's Office for said County.

TRACT NO. 4: Land in Davidson County, Tennessee, land in the 4th Civil District of Davidson County, Tennessee, described according to a survey by Steve Draper, Surveyor, October 29, 1962, and revised in November 17, 1963, and described as follows:

Beginning at a point in the southerly margin of John Hager Road, said point being located west of the southwest corner of the intersection of John Hager Road and New Hope Road; thence south 28° 30' east, 841 feet to a point; thence east 260 feet to a point; thence north 34° 30' west 597 feet to a point in the southerly margin of John Hager Road; thence along the margin of same 320 feet to the point of beginning. There is included in the above description the following tract of land which is here excluded therefrom since it is already contracted and sold to the Corps of Engineers, as part of the J. Percy Priest Dam and Reservoir Project. A tract of land designated as Tract No. 287 in the J. Percy Priest Dam and Reservoir Project, situate on Hager Road approximately 600 feet westerly from New Hope Road, in the Fourth Civil District of Davidson County, Tennessee, and more particularly described as follows: Beginning at a point in the center of Hager Road, said point being a corner common to lands now or formerly owned by Morrow Headden Community Center, Inc., and the lands of the subject owner; thence along the center of said Road north 43° 26' east 183 feet to a point; thence leaving the road, severing the lands of the subject owner as follows: south 24° 48' east, passing a concrete monument at 26.86 feet, continuing in all 343.99 feet to a concrete monument; thence south 51° 20' west 193.15 feet to a concrete monument in a line of said Community Center; thence with said Community Center's line north 20° 23' west 322 feet, more or less, to the point of beginning, containing one and four tenths (1.40) acres, more or less.

Being the same property conveyed to Herbert Benton Jenkins and wife, Sylvia M. Jenkins, by deed from Brown Taylor, Jr., and Herbert W. Miller, of record in Book 3795, page 667, said Register's Office.

B 49344

IDENTIF. REFERENCE

FEB 23 9 49 AM '72

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

FEB23'72	CONV	10,000.00			
FEB23'72	MORTG	*8,000.00			
FEB23'72	STTAX		A*	26.00	
FEB23'72	NSTAX		A*	6.00	
FEB23'72	PWFEE		A*	.50	
FEB23'72	WDEED		A*	6.00	* 38.50

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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 John G. Doak, Trustee 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 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 $insurable amount 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, 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 grantees, 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; 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 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 advise 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 the grantees herein, their heirs, 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the 8th day of February 19 72.

BAKER & FREEMAN, INC.

BY: x R E Baker Pres

Herbert Benton Jenkins
HERBERT BENTON JENKINS

Sylvia M. Jenkins
SYLVIA M. JENKINS

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Herbert Benton Jenkins and Sylvia M. Jenkins

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 8th day of February, 19 72

Helen L. Sanders Notary Public.

Commission expires 11 August 1975

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared R. E. Baker, with whom I am personally acquainted, and who, upon oath, acknowledged him self to be President of the Baker & Freeman, Inc., the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by him self as President.

Witness my hand and seal, at office in Nashville, this 8th day of February, 19 72

Helen L. Sanders Notary Public.

Commission expires 11 August 1975

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