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

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM

WILLIAM K. ROBINSON ET UX,

ALMA M. ROBINSON

TO

CLINTON W. YORK ET UX,

MARGARET E. YORK

For draftsman's use

THIS INSTRUMENT WAS PREPARED BY:

John G. Doak, Attorney
2525 Lebanon Road
Nashville, Tennessee 37214

BOOK 4603 PAGE 132

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
CLINTON W. YORK ET UX, (NAME)	Same (NAME)	MAP 123
Rt 1 Bakers Grove Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	P/O PAR 18
Hermitage Tenn 37076 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

B60227

IDENTIF. REFERENCE

(FOR REGISTER'S USE)

MAY 22 10 17 AM '72
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 12,778.00 x Clinton W. York
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 15 DAY OF April 1972.

John G. Doak
Notary Public

MY COMMISSION EXPIRES: 28 July 1973

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Twelve Thousand Seven Hundred Seventy Eight ($12,778.00) DOLLARS

of which $ 278.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their installment deed note of even date payable to the order of grantors in the principal amount of $12,500.00 payable in full on or before the 31st day of December, 1972 together with interest at the rate of 6% per annum on the unpaid balance.

Grantors agree to release 6 acres prior to 31 December, 1972 upon the payment of a pro-rata portion of the principal and accrued interest.

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expresaly retained on the land herein conveyed,

William K. Robinson and wife, Alma M. Robinson

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Clinton W. York and wife, Margaret E. York

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in the 4th Civil District of Davidson County, Tennessee described according to a survey made by Stanford Associates, Inc., dated April 28, 1972 as follows:

Beginning at an iron pin on the southerly margin of Bakers Grove Road at the northeast corner of the J. E. Eakes property; thence S 20° 36' W - 474.30 ft. to a white oak; thence S 12° 34' W - 488.38 ft. to an iron pin; thence S 84° 39' E - 640.8 ft. to an iron pin; thence N 7° 56' E - 685.03 ft. to an iron pin on the southerly margin of Bakers Grove; thence N 56° 07' W - 399.52 ft. to an iron pin in said margin; thence continuing with said margin N 58° 15' W 150.09 ft. to the point of beginning and containing 11.23 acres more or less.

Being part of the same real property conveyed to William K. Robinson and wife, Alma M. Robinson by deed from J. W. McCanless and wife, Maggie McCanless, of record in Book 3399, page 513, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved ( ) property, known as _____ (House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

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 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 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 entery, 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 May 1972

William K. Robinson — WILLIAM K. ROBINSON

Clinton W. York — CLINTON W. YORK

Alma M. Robinson — ALMA M. ROBINSON

Margaret E. York — MARGARET E. YORK

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 William K Robinson, Clinton W York and Margaret E York the bargainor, 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 15 day of May, 19 72

John G. Doak, Notary Public.

Commission expires 28 July 1973

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, MAY22 CONV 12,778.00, a Notary Public of the State and County aforesaid, personally appeared MAY22 MORTG 12,500.00 with whom I am personally acquainted, and who, upon oath, acknowledged MAY22 STAX A* 33.28 self to be MAY22 STAX A* 10.50 of the MAY22 PB FEE A* .50 the within named bargainor, a corporation, and that MAY22 UNDEED he as such A* 6.00 * 50.28 being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by self as

Witness my hand and seal, at office in

this day of , 19

, Notary Public.

Commission expires

BOOK 4603 PAGE 134

Form No. WD3b

STATE OF TENNESSEE
Davidson County.

Personally appeared before me, ..., a Notary Public in and for said County and State, the within named .....

.....

.....

the 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 ....., Tennessee, this ..... day of ....., 19.....

....., Notary Public

Commission Expires .....

STATE OF Tennessee
County of Knox

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Alma M. Robinson

.....

.....

the bargainor....., 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 Knoxville Tennessee, this 8th day of May, 19 72

Mary Carmack, Notary Public

Commission Expires Jan. 21, 1975

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 corporation by.....self as .....

Witness my hand and seal, at office in .....,

this.....day of ....., 19.....

....., Notary Public.

Commission expires.....