BOOK 4648 PAGE 490

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD - 4

FROM

Martha Leona Mayberry Baxter,

a widow

TO

Hugh Young and wife,
Virginia L. Young

For draftsman's use

This instrument prepared by
Graham B. Boyce,
Attorney at Law
515 Stahlman Building
Nashville, Tennessee 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Hugh Young (NAME)	Hugh Young (NAME)	14D 15500
5860 Eatons Creek Road (STREET ADDRESS OR ROUTE NUMBER)	5860 Eatons Creek Road (STREET ADDRESS)	Map 9 Par 26
Joelton, Tennessee (CITY) (STATE) (P. O. ZIP)	Joelton, Tennessee 37080 (CITY) (STATE) (ZIP)	

IDENTIF. REFERENCE T

(FOR REGISTER'S USE)

Oct 20 2 04 PM '72

FELIX Z. HUSKEY, REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 100,000.00 Mrs Cleve Baxter
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 18th DAY OF October, 1972

Steven J. Anderson
Notary Public

MY COMMISSION EXPIRES: April 30, 1975

(AFFIX SEAL)

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

FOR AND IN CONSIDERATION OF the sum of One Hundred Thousand and No/100 ---------- ($100,000.00) ---------- DOLLARS

of which $ 50,000.00 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 joint promissory note of even date payable to the order of Martha Leona Mayberry Baxter in the amount of $50,000.00 to be repaid in five annual installments of $10,000.00 each, plus 7% interest on the unpaid balance. The first payment being due and payable on October 18, 1973.

OCT 20 72	CONV	90,000.00	
OCT 20 72	CONV	10,000.00	
OCT 20 72	MORT'G	50,000.00	
OCT 20 72	S'TAX		A* 260.00
OCT 20 72	S'TAX		A* 48.00
OCT 20 72	PR'FEE		A* .50
OCT 20 72	WDEED		A* 1.00 = 312.50

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 expressly retained on the land hereinafter conveyed.

I, Martha Leona Mayberry Baxter, a widow

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

Hugh Young and wife, Virginia L. Young

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

Land in the 14th Civil District of Davidson County, Tennessee, described according to a survey by Harold H. Cole, Surveyor, dated October 2, 1972, as follows:

Beginning at a point in the easterly margin of Highway 431; said point also being the southwest corner of the Townes property; thence N 71° E 611 feet; thence S 86° 15' E, 108.5 feet; thence N 00° 20' W, 268 feet; thence N 5° E, 566 feet; thence S 87° 20' E, 517 feet; thence N 9° 45' E, 264 feet; thence S 86° E 1643.5 feet; thence S 3° W, 264 feet; thence S 3° E 198 feet; thence S 8° W, 364 feet; thence S 44° W, 160 feet; thence S 88° 30' W, 175.5 feet; thence N 89° 15' W, 155.2 feet; thence S 59° 15' W, 174.8 feet; thence S 65° 30' W, 239.7 feet; thence S 47° 45' W, 528 feet; thence S 1° E 75 feet; thence S 4° 30' W, 141.2 feet; thence S 55° 15' W, 99 feet; thence S 1° 15' W, 106 feet; thence N 89° 30' W, 755 feet; thence S 74° 30' W, 429 feet to a point in the easterly margin of Highway 431; thence in a northwesterly direction along the easterly margin of said Highway 431, 927.6 feet to the point of beginning and containing 82.35 acres, more or less.

Being part of the same property conveyed to Cleve Baxter by deed from J. M. Reasoner and wife, Eva Mai Reasoner, of record in Book 772, page 192, said Register's Office. Said property is now vested in Martha Leona Mayberry Baxter by Will of Cleve Baxter of record in Will Book 78, page 401, County Court Clerk's Office for Davidson County, Tennessee.

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

B 8 0 9 7 0

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 Graham B. Boyce 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 value with 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 18th day of October 1972

Hugh Young
Hugh Young

Martha Leona Mayberry Baxter
Martha Leona Mayberry Baxter

Virginia L. Young
Virginia L. Young

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Steven T. Anderson, a Notary Public in and for said County and State, the within named Martha Leona Mayberry Baxter and Virginia L. Young, 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 18th day of October, 1972.

Steven T. Anderson, Notary Public.

Commission expires April 30, 1973

STATE OF TENNESSEE }
Davidson County

Personally appeared before me, Jo Ann Smith, a Notary Public in and for said County and State, the within named Hugh Young, the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained. Witness my hand and official seal at Nashville, Tennessee, this 18th day of October 1972

Commission expires May 15, 1973

Jo Ann Smith
Notary Public

, Notary Public.

Commission expires