Send tax bills to: James Barry et ux
Rt. 3 Lickton Pike
Goodlettsville, Tenn. 37072

BOOK 4743 PAGE 101

INSTALLMENT DEED — TENNESSEE TITLE COMPANY

M.23
P. 56 pw

FORM 1008

FOR AND IN CONSIDERATION OF the sum of

---Eleven thousand five hundred & no/100---------- DOLLARS

of which $ 5,500.00 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 in the amount of $6,000.00 (Six thousand & no/100 dollars) payable to the order of Marvin L. Bennett and wife, Martha J. Bennett, in monthly installments of $100.00, which includes interest from date at the rate of 9½% per annum, with the first payment being due on the 31st day of September, 1973, and a like sum being due on the same day of each succeeding month, until paid in full.

This instrument prepared by: Johnson & Edwards, Attorneys
Stahlman Bldg.
Nashville, Tenn.

State of Tennessee
County of Davidson

The actual consideration or value, whichever is greater, for this transfer, is $11,500.00.

_____ Affiant

Subscribed and sworn to before me, this the 31st day of August, 1973.

_____ Notary

My commission expires 5-2-77.

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 expresly retained on the land herein conveyed,

we, Marvin L. Bennett and wife, Martha J. Bennett

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

James Barry and wife, Dorothy Barry

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

Land in Davidson County, Tennessee, in the 10th Civil District, described as follows:

Beginning at an iron pin at the intersection of the center line of Lickton Pike with the easterly margin of a private road; thence with the center line of Lickton Pike, north 49° east 4 poles and 6 links to an iron pin; thence leaving said Pike, north 42° west 12 poles and 8 links to a stone at a fence; thence south 47° west 3½ poles to the easterly margin of a private road; thence with the margin of the same, south 35° east 13 poles and 23 links to the beginning.

Being the same property conveyed to Marvin L. Bennett and wife, Martha J. Bennett by installment deed from Charles T. Galbreath and wife, of record in Book 3802, page 57, Register's Office for Davidson County, Tenn.

This conveyance is made subject to a right-of-way for any roads or highways embraced within the bounds of the property described above.

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 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 $ _____ 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 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 31st day of August 1973

James D. Barry
James Barry

Marvin L. Bennett
Marvin L. Bennett

Dorothy Barry
Dorothy Barry

Martha J. Bennett
Martha J. Bennett

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me Marie W. Butterworth, a Notary Public in and for said County and State, the within named James Barry and wife, Dorothy Barry and Marvin L. Bennett and wife, Martha J. Bennett they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Goodlettsville, Tn. this 31st day of Aug. 1973

Commission Expires 5-2-77. Marie W Butterworth, Notary Public.

STATE OF _____
_____ County

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____, with whom I am personally acquainted and who upon { his oath / their several oaths } acknowledged { himself / themselves } to be the _____ and _____ respectively of the _____ the within named bargainor, a corporation, and that { he / they } as such _____ and _____, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said _____ as such _____ and attesting the same by the said _____ as such _____

WITNESS my hand and official seal at office at _____
on this the _____ day of _____, 19____

My commission expires _____ Notary Public

SEP-4 73	CONV	11,500.00		
SEP-4 73	MORT'G	*6,000.00		
SEP-4 73	S'TAX		A*	29.90
SEP-4 73	S'TAX		A*	4.00
SEP-4 73	PR'FEE		A*	.50
SEP-4 73	W'DEED		A*	4.00 * 38.40

INSTALLMENT DEED

FROM
Marvin L. Bennett et ux

TO
James Barry et ux

REGISTER'S OFFICE
STATE OF TENNESSEE
DAVIDSON COUNTY

Received for record this _____ day of _____ A. D. 19__ at _____ o'clock ___ M., and recorded in Book 4743 Page 105 Noted in Book ___ Page ___ Recording Fee $ ___ IDENTIFICATION REFERENCE

SEP 4 1 08 PM '73

DAVIDSON COUNTY REGISTER
TENN.

County Register By _____ Dept. Reg.

Published by

TGT

TENNESSEE TITLE COMPANY
Nashville, Tenn.
Zone Office
LAWYERS TITLE INSURANCE CORPORATION
of Richmond, Virginia