This deed was prepared by
George W. Yost, Attorney
Springfield, Tennessee

Installment Deed

BOOK 4751 PAGE 125

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Lewis Dean Wallace (NAME:)	Lewis Dean Wallace (NAME:)	
Rt 1 (STREET ADDRESS OR ROUTE NUMBER)	Rt 1 (STREET ADDRESS)	30-4
Cedar Hill 37032 Tenn (CITY) (P. O. ZONE) (STATE)	Cedar Hill Tenn. 37032 Tenn (CITY) (ZONE) (STATE)	3 Pcl

FOR AND IN CONSIDERATION of the sum of Twenty-Nine Thousand Two Hundred Fifty ---------- ($29,250.00) ---------- *Dollars,*
of which Eight Thousand Two Hundred Fifty ($8,250.00) ---------- *Dollars, has been paid in cash,*
the receipt of which is hereby acknowledged, and for the remainder Twenty-One Thousand ($21,000.00) ----- *Dollars,*

Lewis Dean Wallace and wife, Margaret L. Wallace *have executed* made payable to the order of Britt S. Cunniff and wife, Ann Cunniff and delivered unto them our one (1) certain joint promissory note in the amount of $21,000.00, payable in 10 successive annual installments of $2100.00 each, commencing one year after date with 7½% interest from date, payable annually as aforesaid and providing that if any installment of principal or interest is not paid when due the holder may declare all remaining installments immediately due and payable without notice;

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, Britt S. Cunniff and wife, Ann Cunniff

have this day bargained and sold, and do hereby transfer and convey unto the said Lewis Dean Wallace and wife, Margaret L. Wallace *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

A certain tract or parcel of land situate in the 16th Civil District of Robertson County, Tennessee and in the 14th, formerly the 24th Civil District of Davidson County, Tennessee, described according to a survey made by John Setters as follows: Beginning at a point in the southern boundary line of a tract of land owned by Jim Huffman, being the northwest corner of a reserved strip of land; thence with Huffman's southern boundary line and the southern boundary line of a tract of land owned by Rich Garrett, westwardly 2240 feet to a point in Garrett's line; thence Southwardly 1436 feet to a point in the northern boundary line of a tract of land owned by Lum Adcock; thence with Adcock's northern boundary line and the northern boundary line of a tract of land owned by Bowers, eastwardly 2640 feet to a point; thence northwardly 660 feet to a point, the southeast corner of said reserved tract of land; thence North 79° West 255 feet to a point; thence North 89° West 188 feet to a point; thence North 80° West 114 feet to a point; thence North 58° West 168 feet to a point; thence North 45° West 89 feet to a

point; thence North 23° East 400 feet to a point, thence North 71½+ East 200 feet to a point; thence North 61° East 152 feet to a point; thence North 33° East 70 feet to the beginning, containing 79 acres, more or less.

EXCLUSION: There is included in the above description, but expressly excluded therefrom, a rectangular tract of land containing about 14 acres on the eastern side of the tract above described, more particularly described as follows: Beginning at the northwestern corner of a tract of land of 18 acres, more or less, conveyed to C. N. Trice and wife, Nannie Lee Trice, in trust to W. O. Lee, Trustee, and fully described in said Trust Deed, which is of record in Book 1386, page 269, Register's Office for said County; thence westwardly along the southern boundary line of a tract of land owned by L. P. Dallas and wife, F. A. D llas, 809 feet to a point in a ravine or hollow; thence in a southerly direction 815 feet to the Bowers (formerly the Adcock) line south of Sycamore Creek; thence eastwardly along the northern boundary of the Bowers (formerly Adcock) line 915 feet to the southwest corner of said 18 acre tract conveyed by C. N. Trice and wife, Nannie Lee Trice to William O. Lee, Trustee; thence North, along the western boundary of said 18 acre tract, 619 Beet to the beginning, containing 14 acres, more or less.

Being the land conveyed to Britt S. Cunniff and wife, Ann Cunniff by Louise Tucker Gilbert in a deed of record in Deed Book 4695, page 742 in the office of the Register of Davidson County, Tennessee

C25915

IDENTIF. REFERENCE

57 Oct

FELIX H. ELLIS
DAVIDSON COUNTY, TENN.

Mail Springfield Realty Co
Springfield Tenn

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received

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 appear 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 Registers 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.

Witness our *hand* s *this* ..... *day of* September 25 *19* 73, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Lewis Dean Wallace — Britt S. Cunniff

Britt S. Cunniff

Margaret L. Wallace — Ann Cunniff

Margaret L. Wallace

Ann Cunniff

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, James W. Minnicks *a Notary Public in and for said County and State,* ~~Britt S. Cunniff and wife, Ann Cunniff and~~ Lewis Deann Wallace and wife, Margaret L. Wallace

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* 25 *day of* September, *19* 73.

Commission expires May 18, 1974. — James W. Minnicks *Notary Public*

OCT-1? COMM 29,250.00
OCT-1? MORT'G 21,000.00
OCT-1? W'DEED

STATE OF TENNESSEE, } A* 6.00 * 6.00
ROBERTSON COUNTY. }

Personally appeared before me, James W. Minnicks, a Notary Public in and for said County and State, Britt S. Cunniff and wife, Ann Cunniff, the within named 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 Springfield, Tennessee, this 25 day of September, 1973.

James W. Minnicks
Notary Public

My commission expires: May 18, 1974.

RECORDER'S MEMO: Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received

STATE OF TENNESSEE, ROBERTSON COUNTY

The foregoing instrument and certificate were noted in Note Book 19, Page 22 At 9:00 O'clock A.M Sept. 26 1973 and recorded in Deed Book 169, Series ____ Page 357 State Tax Paid $94.92 Fee 1.00 Recording Fee 6.00 Total $ 101.92

Witness My hand
Receipt No. 24306 & 24307

Register