BOOK 4751 PAGE 640

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS:
Charles Ernest Freeman, ET UX ET AL (NAME)	Same as new owner (NAME)	GO-14561
192 Patton Branch Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	25 55 pt
Goodlettsville, Tennessee (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

PREPARED BY
H. H. BRILEY, JR., ATTORNEY
SUITE 2114, PARKWAY TOWERS
NASHVILLE, TENNESSEE 37219

INSTALLMENT DEED

FOR AND IN CONSIDERATION OF the sum of $65,000.00
SIXTY FIVE THOUSAND AND NO/100---------- DOLLARS
of which $ 16,250.00 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 note of even date herewith, payable to the Grantors Herein, for the sum of $48,750.00, payable in five equal annual installments of $9,750.00, plus interest at 7½% per annum, payable annually.

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 herein conveyed.

A. W. GROCE AND WIFE, ROSINE C. GROCE

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto
CHARLES ERNEST FREEMAN AND WIFE, BARBARA KUBIK FREEMAN AND VIRGIL RAY AND WIFE, BARBARA SMITH RAY
herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

"EXHIBIT A"

Land in the 10th Civil District of Davidson County, Tennessee, described according to a survey by Stanford and Associates, Inc., dated September 7, 1973, as follows:
BEGINNING at a point in the center of the northerly terminus of Barber Drive, as shown on the plan of Ranchwood Estates, Section 3, of record in Book 3300, page 59; thence with the northerly boundary of said subdivision, south 81° 20' 33" west 1236.57 feet to a point; thence leaving said subdivision, north 8° 27' 18" west 218.34 feet to a point; thence north 22° 22' 26" west 128.13 feet to a point; thence north 25° 15' 53" west 262.33 feet to a point; thence north 72° 28' 53" east 24.27 feet to a point; thence north 31° 55' 51" east 712.68 feet to a point; thence south 64° 05' east 89.61 feet to a point; thence north 59° 53' 01" east 138.62 feet to a point; thence north 51° 18' 30" east 429.63 feet to a point; thence south 33° 54' 37" east 476.43 feet to a point; thence south 13° 20' 01" east 926.23 feet to the point of beginning, containing 30.514 acres, more or less.
Conveyed together with two easements for rights of way for ingress and egress described as follows:
EASEMENT NO. I:
Being 50 feet in width 25 feet on either side of the centerline of which is described as follows:
BEGINNING at the northeast corner of the 30.514 acre tract above described and extending from the northeast corner, north 41° 08' 42" east 116.39 feet to the terminus of a roadway.

EASEMENT NO. II:
Being 25 feet wide, described as follows:
BEGINNING at the southeast corner of the 30.514 acre tract above described and running with the easterly line thereof, north 13° 20' 01" west 100 feet to a point; thence north 81° 20' 33" east 25 feet to a point; thence south 13° 20' 01" east 100 feet to a point in the northeast terminus of Barber Drive; thence with the same, south 81° 20' 33" west 25.3 feet to the point of beginning.

Said 30.514 acre tract, more or less, above described is conveyed subject to the following easement for right of way for ingress and egress.
BEGINNING at the southeasterly corner of the 30.514 acre tract above described, being in the centerline of the terminus of Barber Drive as shown on the plan above referred to; thence with the terminus of said Drive, south 81° 20' 33" west 25.3 feet to the northwest terminus of said Drive; thence north 13° 20' 01" west 100 feet to a point; thence north 81° 20' 33" east 25 feet to the easterly line of the 30.514 acre tract and being the northwest corner of easement No. 2 above, thence with the easterly line of said tract, south 13° 20' 01" east 100 feet to the point of beginning.

Being part of the property conveyed to A. W. Groce and wife, Rosine C. Groce, by deed from W. Ray Medlin and wife, as of record in Book 2299, page 77, said Register's Office.

This is improved ( )
unimproved ( ) property known as 466 Moncrief Avenue, Goodlettsville, Tennessee
(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 convenant 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 Mrs. Ann Morrow 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 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 1st day of October 19 73

C. Ernest Freeman
CHARLES ERNEST FREEMAN

Barbara Kubik Freeman
BARBARA KUBIK FREEMAN

Virgil Ray
VIRGIL RAY

Barbara Smith Ray
BARBARA SMITH RAY

A. W. GROCE
A. W. Groce

ROSINE C. GROCE
Rosine C. Groce

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 65,000.00

C. Ernest Freeman
Affiant

Subscribed and sworn to before me, this the 1st day of October 19 73

My commission expires April 25, 1974 (Affix Seal)

L. D. Richards
Notary Public

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, L. D. Richards, a Notary Public in and for said County and State, the within named CHARLES ERNEST FREEMAN, BARBARA KUBIK FREEMAN, VIRGIL RAY, BARBARA SMITH RAY, A. W. GROCE & ROSINE C. GROCE 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 Nashville, Tennessee this 1st day of October 19 73

Commission Expires April 25, 1974 L. D. Richards Notary Public.

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 _____

Commission Expires _____ Notary Public

OCT-25 CONV 65,000.00
OCT-25 MORT'G 48,750.00
OCT-25 S'TAX A* 169.00
OCT-25 S'TAX A* 46.70
OCT-25 P&'FEE A* .50
OCT-25 W'DEED A* 6.00 * 222.20

INSTALLMENT DEED
G-23102-bjh

FROM
A.W. Groce, ET UX

TO
Charles Ernest Freeman, ET UX, ET AL

C 2 6 1 1 5

IDENTIF. REFERENCE

Oct 2 10 59 AM '73

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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