Rush
Please mail to:

BOOK 4759 PAGE 421

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM

ROBERT L. YOUNG ET UX

TO

JAMES F. COBB ET UX

For draftsman's use

This instrument was prepared by:
Robertson, Stinnett & Coss, Attys.P.C.
Ashland City, Tennessee 37015

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James F. Cobb (NAME)	Same (NAME)	Map-46
124 Robinhood Circle (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par. 32
Hendersonville, Tennessee 37075 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

C 2961 6

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

OCT 29 10 40 AM '73

FELIX A. NILSON II REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 33,500.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 27th DAY OF October, 19 73

Notary Public

MY COMMISSION EXPIRES: 10/31/76

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Thirty-three Thousand Five Hundred and No/100 ---------- $33,500.00 ---------- **DOLLARS**

of which $ 10,000.00 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 assumed and agreed to pay to the order of Robert L. Young and wife, Bessie E. Young the principal sum of Twenty-three Thousand Five Hundred & No/100 ($23,500.00) Dollars, in annual installments as follows, manely: On the 27th day of October, 1974 the sum of One Thousand Five Hundred Sixty-six & 67/100 ($1,566.67) Dollars, and thereafter a like amount on the 27th day of October of each year until fourteen (14) such payments have been made and a final payment of $1,566.66 on the 27th day of October, 1988. This note bears interest at the rate of 7-1/2% per annum on the unpaid balance and such payments are to be made on each payment date in addition to the said principal payments.

2 P03

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

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,

Robert L. Young and wife, Bessie E. Young

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

James F. Cobb and Deborah I. Smith

herein called grantees, their heirs and assigns, certain real estate in 25th District **Davidson County, Tennessee, as follows:**

TRACT 1: BEGINNING at a poplar stump in a hollow in Simpkins' West boundary line; thence, with said line, N 3-3/4 deg. E 181 poles to an elm, the SE corner of a tract conveyed by J. L. Young to J. J. Rucker of record in Book 162, page 176, Register's Office of Davidson County, Tennessee; thence with said Rucker's south boundaryline, N 88 deg. W 52 poles to a hickory and black oak; thence S 5 deg. W 130 poles to a poplar; thence S 18-1/2 deg. E 20 poles to a plum tree near the corner of the garden; thence, S 34 deg. E 26 poles to a point in the Bull Run Road; thence S 60 deg. E 12 poles to a stake; thence S 64 deg. E 21 poles to the beginning, containing 60.8 acres, more or less.

TRACT 2: BEGINNING at a poplar stump on the waters of Bull Run Creek in a hollow in the west boundary of Simpkins land, the SE corner of the Home Tract (Tract 1 herein described) thence with said Simpkins line, S 3-3/4 deg. W 62 poles to a tan oak, black oak and gum; thence N 35 deg. W 100 poles to a white oak; thence N 3-3/4 deg. E 165 poles to two hickories in the south boundary of J. J. Rucker's land and with same S 88 deg. E 16 poles to a hickory and black oak, the NW corner of the Home Tract; thence with its west boundary S 5 deg. W 130 poles to a poplar; thence S 18-1/2 deg. E 20 poles to a plum tree near the corner of the garden; thence S 34 deg. E 26 poles to a point in the Bull Run Road; thence S 60 deg. E 12 poles to a stake; thence S 64 deg. E 21 poles to the beginning, containing 30.4 acres, more or less.

BEING the same property conveyed to Robert L. Young and wife, Bessie E. Young be deed from Lewis and wife of record in Book 4437, page 726, Register's Office for Davidson County, Tennessee.

It is understood and expressly excluded from this conveyance the Young Family Cemetery consisting of about one half of an acre, with right of ingress and egree thereto for going to and from said*

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

*cemetery.

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 West M. Coss 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 27th day of October 19 73.

Robert L. Young — James F. Cobb

Bessie E Young — Deborah I. Smith

STATE OF TENNESSEE }
COUNTY OF ~~DAVIDSON~~ CHEATHAM }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Robert L. Young and wife, Bessie E. Young and James F. Cobb and Deborah I. Smith

the 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 Ashland City Tennessee, this 27th day of October, 19 73

James H. Stinnett Jr., Notary Public.

NOTARY PUBLIC STATE OF TENNESSEE JAMES H. STINNETT JR. LARSE

Commission expires 10/31/76

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, OCT29 CONV 33,500.00, a Notary Public of the State and
County aforesaid, personally appeared OCT29 MORTG 23,500.00
OCT29 STAX A* 87.10
with whom I am personally acquainted, and who, upon oath, acknowledged A* 21.50 self to be
of the OCT29 PAFEE A* .50
the within named bargainor, a corporation, and that he as such OCT29 WDEED A* 4.00 * 113.10
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

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