MAIL TO: JIM STEVENS
3937 GALLATIN RD. NASHVILLE, TENN.

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD- 4

FROM

Ethel J. Bay, a widow

TO

Ray G. Rickman and wife, Anna Jane Rickman

For draftsman's use

This Instrument Prepared By:
Henry K. Buckner, Jr. Atty.
3937 Gallatin Road
Nashville, Tenn. 37216

BOOK 4765 PAGE 476

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Ray G. Rickman and wife, Anna Jane Rickman (NAME)	(NAME)	7 - 22
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
(CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

6321 57

IDENTIF. REFERENCE

Nov 16 2 48 PM '73

FEE & TAX PAID REGISTER DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$29,500.00 Ray G. Rickman
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 16 DAY OF November 19 73.

Notary Public

MY COMMISSION EXPIRES: My Commission Expires August 12, 1976

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Twenty-nine thousand five hundred and no/100 ~~29,500.00~~ DOLLARS of which $ 5,900.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees having executed one joint promissary note of even date herewith for the principal sum of $23,600.00 payable to the order of Ethel J. Bay, a widow in consecutive monthly installments of $280.14 each which sum includes both principal and interest at the rate of 7½% per annum, beginning on the 10th day of December, 1973 and thereafter on the same date of each month following until paid both principal and interest thereon have been paid in full.

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,

I, Ethel J. Bay, a widow

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Ray G. Rickman and wife, Anna Jane Rickman

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

A tract of land in the 10th, formerly the 20th, Civil District of said County composed of three tracts and according to a survey and plat made November 27, 19722, by D.A. Montgomery, Surveyor, described together as follows:

Beginning in the center of Springfield Pike, Clint Fox's corner; thence with his line, South 56½ degrees West 8 poles and 12 links to a stone near a post, Fox's corner: thence with his line, South 29 degrees West 23 poles and 16 links to a stone, Fox's corner; thence South 81 degrees East 2 poles and 21 links to a stone, Fox's corner: thence with his line, South 12 degrees West 27 poles and 8 links to a beech, S.D. Patton's corner in Fox's line; thence with Patton's line South 57 degrees East 12 poles and 6 links to a beech; thence with Patton's line, South 66 degrees East 6 poles and 6½ links to an elm; thence with Patton's line South 89 degrees East 5 poles and 18 links to a beech; thence South 85 degrees East 23 poles to a walnut, J.R. Williamson corner, also S.D. Patton's corner, thence with Williamson's line, North 56½ degrees East 30 poles and 15 links to center of creek; thence up creek, North 41 degrees West 15 poles and 113 links to a stone on bank of creek; thence (a very short line) North 37 degrees East 19 links to center of Springfield and Nashville Pike; thence withsaid pike, North 48 degrees West 47 poles and 17 links to a point of center of Pike: thence with Pike, North 30 degrees West 3 poles and 12 links to the beginning containing 15-3/4 acres.

Being the same property conveyed to Ethel Jones Bay by deed rom J.W. Reynolds and wife, Josephine Reynolds, of record in Book 1126, Page 536, Register's Office for Davidson County, Tennessee.

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

...COUNTY, TENN. BOOK 4765 PAGE 477

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 Tom Coleman, Atty. 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 amt. 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 9th day of Nov. 1973.

Ethel J. Bay — Ray G. Rickman

Anna Jane Rickman

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, undersigned, a Notary Public in and for said County and State, the within named Ethel J. Bay, a widow and Ray G. Rickman and wife, Anna Jane Rickman

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 9th day of Nov., 1973

NOTARY PUBLIC

My Commission Expires Sept 12, 1976

Notary Public.

Commission expires

NOV16 73 CONV 29,500.00
NOV16 73 MORT'G 23,600.00
NOV16 73 S'TAX A* 76.70
NOV16 73 S'TAX A* 21.60
NOV16 73 PR'FEE A* .50
NOV16 73 W'DEED A* 4.00 * 102.80

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...

..., Notary Public.

Commission expires ...