This instrument prepared by: Glendon M. Fisher, Jr., Atty.
Nashville Bank & Trust Bldg.
Nashville, Tenn. 37201

Installment Deed

BOOK 4780 PAGE 118

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James E. Rice, et al	Owner	
(NAME:)	(NAME:)	77
(STREET ADDRESS OR ROUTE NUMBER) Smithville, Tenn. 37166	(STREET ADDRESS)	27 pw
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of ($250,000.00)- - - - - - - - - - - - - - - - -Two Hundred Fifty Thousand and No/100- - - - - - - - - - *Dollars,*

of which ($73,000.00)- Seventy-three Thousand and No/100- - - - - - - *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder ($177,000.00) - - - - - - - - - - - - -One Hundred Seventy-seven Thousand and No/100- - - - - - - *Dollars,*

James E. Rice and Millard V. Oakley *ha*ve *executed*

their one promissory note of even date herewith, payable to the order of Alfred O. Pate and wife, Ida G. Pate, and Forrest B. Pate and wife, Anita M. Pate, in three equal annual installments of $59,000.00 each on January 8, 1975, January 8, 1976, and January 8, 1977, together with interest at the rate of 7% per annum on the unpaid principal balance payable on each annual payment date,

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, we, Alfred O. Pate and wife, Ida G. Pate, and Forrest B. Pate and wife, Anita M. Pate,

have this day bargained and sold, and do hereby transfer and convey unto the said James E. Rice and Millard V. Oakley, their ~~heirs~~ *heirs and assigns.*

Land in the 8th Civil District of Davidson County, Tennessee, as follows:

TRACT NO. 1: Being Tract No. 1 on the survey of the W. J. Hailey (formerly Dozier) farm and described according to a survey made by Z. J. Wilkinson, Surveyor, dated October 6, 1943, as follows:

Beginning at a corner in the center of River Road, being the common corner of Tracts 1 and 3 on said survey; thence with the fence, north 86° 15' west 95.5 poles to a locust; thence south 73° west 2 poles to a walnut; thence north 85° west 9 poles to a hickory; thence south 72° west 1.7 poles to a hickory; thence south 61° 30' west 4.8 poles to a snag; thence south 75° west 1.7 poles to an oak; thence south 88° west 6.8 poles to a hickory; thence south 77° west 14.5 poles to an oak; thence south 37° 30' west 11.5 poles to a 28-inch oak; thence south 13° west 18 poles to a 24-inch oak; thence south 1° east 9.4 poles to a burnt snag; thence south 9° west 11 poles to a 36-inch oak; thence south 29° west 4.5 poles to a 36-inch oak; thence south 12° west 10.6 poles to a stake; thence south 23° west 2 poles to an oak; thence south 60° west 3.6 poles to a stake; thence south 78° 30' west 15 poles to a stake; thence south 60° west 13 poles to a 36-inch beech; thence south 68° west 11.5 poles to a 6-inch hickory; thence north 80° west 8.6 poles to a dead chestnut; thence south 85° west 2 poles to a hickory; thence south 63° west 12.8 poles to a 12-inch black oak; thence south 54° west 1.5 poles to a stake; thence south 76° west 6 poles to a stake; thence north 88° west 13.6 poles to a stake; thence north 63° west 2.8 poles to a 30-inch oak; thence north 75° west 10 poles to a stake; thence north 88° west 4.6 poles to a 36-inch oak; thence south 78° west 4 poles to a stake; thence south 83° west 12.8 poles to a 30-inch black gum; thence south 62° west 12.5 poles to a 20-inch oak; thence south 67° west 18 poles to a hickory; thence south 61° west 6 poles to a stake; thence south 37° west 5.5 poles to a hickory; thence south 23° west 26.2 poles to a 40-inch oak; thence south 37° west 7.6 poles to a 36-inch oak; thence south 47° west 7.6 poles to a hickory; thence south 58° west 4.6 poles to a 28-inch oak; thence south 69° west 11.5 poles to a gum; thence south 89° west 2 poles to a 24-inch white oak; thence south 75° west 12.8 poles to a burnt snag; thence south 43° west 10.7 poles to an oak; thence south 28° west 6.6 poles to an oak; thence south 51° 30' west 4 poles to an oak; thence south 76° west 11.5 poles to a 14-inch white oak; thence south 68° west 5.6 poles to a hickory; thence south 56° west 8 poles to an oak; thence south 32° west 2.4 poles to a stake; thence south 50° 30' west 10.3 poles to a hickory; thence north 80° west 4.6 poles to an oak with dead top; thence north 68° west 20.2 poles to a burnt stump; thence south 33° west 11 poles to an oak; thence south 35° west 4.6 poles to a fence corner; thence south 1° west 21.5 poles to a 24-inch oak; thence south 40° west 17.3 poles to an oak; thence south 3° east 18 poles to a 6-inch white oak; thence south 6° west 11 poles to a stump; thence south 37° west 21 poles to an 18-inch oak; thence south 22° west 32.3 poles to chestnut oak; thence south 67° west 4 poles to a burnt snag; thence south 76° west 19.7 poles to a black gum; thence south 36° west 28 poles to a burnt stump; thence south 10° west 26 poles to a blazed oak; thence south 1° east 2 poles to the common corner of Tracts Nos. 2 and 1 on said survey; thence with the dividing line between Tracts Nos. 2 and 1, north 68° east 432 poles to a stake in the west margin of a lane; thence continuing with the dividing line between Tracts Nos. 1 and 2 and with the fence north 62° east 10 poles to a stake; thence north 55° east 55 poles to a stake; thence north 59° 30' east 16 poles to a stake; thence north 48° east 50 poles to a stake; thence north 60° east 24 poles to a stake in the east margin of an old road; thence north 49° east 18 poles to a point in the center of River Road and being the common corner of Tracts Nos. 1 and 2 on said survey; thence with the center of River Road, north 21° west 30.3 poles; thence north 13° west 36.4 poles; thence north 23° 45' west 31.5 poles to the point of beginning, containing 457.6 acres, more or less.

TRACT NO. 2: Being Tract No. 2 on the survey of the W. J. Hailey (formerly Dozier) farm and described according to a survey made by Z. J. Wilkinson, Surveyor, dated October 6, 1943, as follows:

Beginning at a point in the center of River Road at the common southerly corner of Tracts 2 and 3 on said survey; thence with the center of River Road, north 14° west 25 poles; thence north 27° 30' west 30.3 poles; thence north 41° west 24.24 poles; thence north 37° 30' west 18.2 poles; thence north 30° west 24.24 poles to the common corner of Tracts 1 and 2;

thence with the dividing line between Tracts 1 and 2 and with a fence, south 49° west 18 poles to a stake in the east margin of an old road; thence south 60° west 24 poles to a stake; thence south 48° west 50 poles to a stake; thence south 59° 30' west 16 poles to a stake; thence south 55° west 55 poles to a stake; thence south 62° west 10 poles to a stake in the west margin of a lane; thence south 68° west 432 poles to a stake in the common corner of Tracts 1 and 2 on said survey; thence south 1° east 7 poles to a 36-inch oak; thence south 18° east 22.4 poles to a hickory; thence south 30° east 13.3 poles to two dogwoods; thence south 36° east 6 poles to a dead hickory; thence south 39° east 10.4 poles to a 36-inch oak; thence south 52° 30' east 10.3 poles to an oak; thence south 37° 30' east 20.8 poles to a hickory; thence south 56° east 19.4 poles to an oak; thence south 73° east 6.7 poles to an oak; thence south 84° east 5.4 poles to a 36-inch oak; thence north 18° east 15.6 poles to a 24-inch oak; thence north 25° east 6.4 poles to a 5-inch locust; thence north 45° east 8.2 poles to a 16-inch white oak; thence north 60° east 20.7 poles to a 26-inch oak; thence north 41° 30' east 4.4 poles to an oak; thence north 18° 30' east 5.8 poles to an oak; thence north 28° east 5.5 poles to a stake; thence north 50° east 10.7 poles to twin hickories; thence north 60° east 13.3 poles to an oak; thence north 86° east 12.2 poles to a stake; thence north 75° east 12 poles to twin oak trees; thence north 88° east 4 poles to a post; thence south 40° east 19 poles to twin hickory trees; thence north 88° east 18 poles to triple oaks; thence south 78° east 15.3 poles to a dead walnut; thence north 75° east 17 poles to an oak; thence north 26° 30' east 22 poles to a 30-inch white oak; thence north 11° east 11 poles to a hickory; thence with the ridge dividing the heads of two hollows, north 52° east 26 poles to a gum; thence north 20° 30' east 23 poles to an oak snag; thence north 75° east 20.3 poles to an ash; thence north 85° east 19 poles to a 30-inch oak; thence north 55° east 11.5 poles to a persimmon; thence north 62° east 7.5 poles to an oak; thence north 56° east 5 poles to an ash; thence north 43° east 13 poles to a hickory; thence north 83° east 10.3 poles to a 16-inch sugar maple; thence south 37° east 19 poles to a 24-inch oak; thence south 45° east 6.7 poles to a white oak; thence south 58° east 6.7 poles to a 10-inch white oak in the fence corner; thence north 68° east 11.5 poles to a 30-inch hickory; thence north 85° east 14.1 poles to a hickory; thence north 44° east 5 poles to a hickory; thence north 32° 30' east 18.5 poles to a hickory; thence north 2° east 12 poles to an oak; thence north 17° east 11.6 poles to a hickory; thence north 54° 30' east 12.2 poles to a decayed stump; thence north 88° 30' east 21 poles to an oak; thence north 40° east 2.6 poles to a stake; thence north 61° east 16 poles to a sassafras snag; thence north 27° east 20.7 poles to an oak; thence north 64° east 5.9 poles to an oak; thence north 86° east 20 poles to a hickory; thence north 70° 30' east 4 poles to a hickory; thence north 31° 30' east 8 poles to a sycamore; thence north 47° east 18.5 poles to a stake; thence north 76° east 6 poles to a 36-inch oak; thence north 60° east 20 poles to a dead chestnut; thence north 53° east 20 poles to a locust; thence north 58° east 4 poles to a hickory; thence north 77° east 3 poles to an oak snag; thence south 78° east 18.5 poles to an oak; thence south 74° east 4 poles to a 24-inch oak; thence south 33° east 16 poles to a stake; thence north 81° east 8 poles to a 36-inch elm; thence south 89° 30' east 10.7 poles to the point of beginning, containing 315 acres, more or less.

Being the same real property conveyed to Alfred O. Pate and wife, Ida G. Pate, and Forrest B. Pate and wife, Anita M. Pate, by deed from Edwin Ira Tuck and wife, Nelle C. Tuck, of record in Book 2042, page 82, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 250,000.00

Affiant

Subscribed And Sworn to before me, this the 8th day of January, 1974

Notary Public

My commission expires: 4-23-75

(Affix Seal)

RUTH LAMB NOTARY PUBLIC DAVIDSON COUNTY TENNESSEE

This conveyance is made subject to easements for the right-of-way of River Road lying within boundaries of the premises, as shown on the survey by Z. J. Wilkinson, Surveyor, dated October 6, 1943.

JAN 11 72	CONV	*		250,000.00	
JAN 11 72	MORT'G	*		175,000.00	
JAN 11 72	S'TAX		A*	650.00	
JAN 11 72	S'TAX		A*	175.00	
JAN 11 72	PR'FEE		A*	.50	
JAN 11 72	W'DEED		A*	12.00	* 837.50

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

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said James E. Rice and Millard V. Oakley, their ~~successors~~, *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 said real estate to said* James E. Rice and Millard V. Oakley, their ~~successors~~, *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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said James E. Rice and Millard V. Oakley, *hereinafter referred to as trustors, hereby transfer and convey unto* Harold C. Johns, *Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors 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 the sum of $ ins. amt., *or at least the maximum insurable value, until the indebtedness herein secured is 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 or holder of said indebtedness as his interest may appear.*

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 Register's 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.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 8th *day of* January, *19*74.

C38221

IDENTIF. REFERENCE

JAN 11 2 43 PM '74

FEE $ ON H
DAVIDSON COUNTY, TENN.

Alfred O. Pate

Ida G. Pate

Forrest B. Pate

Anita M. Pate

James E. Rice

Millard V. Oakley

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Ruth Lamb, *a Notary Public in and for said County and State,* Alfred O. Pate and wife, Ida G. Pate, Forrest B. Pate and wife, Anita M. Pate, James E. Rice and Millard V. Oakley, *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* 8th *day of* January, *19*74.

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Ruth Lamb *Notary Public*

Commission expires 4-23-75