mail to

BOOK 4788 PAGE 567

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD - 4

FROM

CHARLES E. ALLEN et ux

TO

BLAKE EMMONS 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
Blake Emmons (NAME)	Same (NAME)	37
340 Wallace Road, Apartment C-9 (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	45
Nashville, Tenn. 37211 (CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	13 Pt

STATE OF TENNESSEE
CHEATHAM COUNTY:

Office of the Register: 2-12-74

I, BETTY J. ROSS, Cheatham County Register do certify that the foregoing instrument and certificate was received in my office at 1:35 o'clock P.M. 2-12-74 and recorded in Book No. G-6, Page 322, and recorded in Book No. 162, Page 121. The following taxes were paid under Receipt No. 8258:

STATE TAX DEEDS: $ 85.80
STATE TAX MTGS.: $ 26.00
PROB. TE FEE: $ 1.00
RECORDING FEE: $ 6.00
TOTAL: $118.80

Betty J. Ross Register

(FOR REGISTER'S USE)

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

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

$33,000.00

Blake Emmons
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 12th DAY OF February, 1974.

Notary Public

MY COMMISSION EXPIRES: 5-1-77

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of -----Thirty-Three Thousand and No/100-------
----------($33,000.00)----------DOLLARS

of which $ 5,000.00 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 executed their joint promissory lien note, of even date herewith, payable to the order of CHARLES E. ALLEN and wife, ANNIE G. ALLEN, in the original principal sum of $28,000.00, payable in monthly installments of $217.09, beginning March 1, 1974, with a like amount on the 1st day of each succeeding month thereafter, and the final such payment on February 1, 1994; said payments include interest at the rate of 7% per annum,

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,

we, Charles E. Allen and wife, Annie G. Allen

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

Blake Emmons and wife, Katherine Natalia Emmons

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

Tract No. 1: Situated in the 1st Civil District of Cheatham County and the 14th Civil District of Davidson County, Tennessee, and described according to a survey made by C. J. Carney, Survey, dated November 15, 1965, and described as follows: BEGINNING at a point in County Road, said point being 400 feet in a northerly direction from the center of Little Marrowbone Creek, and said point being in the easterly line of the land formerly owned by Simpkins; thence, from said point of beginning and with the center of said County Road, N 49° E 400 feet; thence S 42° E 487 feet to the center of Little Marrowbone Creek; thence with the creek, S 51° W 160 feet to a point in the center of said Creek; thence with the same, S 67° W 253 feet to a point in the centerof said Creek; thence, N 42° W 400 feet to the beginning, containing 4.20 acres, more or less.
BEING the same property conveyed to Charlie Allen and wife, Annie G. Allen, by deed from Orlean G. Amis, a widow, of record in Book 3968, page 664, Register's Office for Davidson County, Tennessee.

Tract No. 2: Located in the 14th Civil District of Davidson County, on Little Marrowbone Creek, bounded and described as follows: BEGINNING at a cross on a rock on Little Marrowbone, at the mouth of a small hollow; thence N 67° E 16-1/2 poles to a sweet gum in the middle of Little Marrowbone Creek; thence S 39° E 3-2/5 poles to a white oak on edge of bluff, on south side of said creek; thence S 62-1/2° E 5-11/25 poles to a black gum, with two white oak pointers; thence S 73° E 12-6/25 poles to a white oak; thence S 81° E 12-22/25 poles to a stake with

This is (unimproved ( ) improved ( ) property, known as ----------Route #3, Ashland City, Tennessee 37015----------
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

(continued on attached sheet)

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

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 $insb.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 Cheatham 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 Cheatham 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 12th day of February 19 74.

Blake Emmons — Charles E. Allen

Katherine Natalia Emmons — Annie G. Allen

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 Charles E. Allen and wife, Annie G. Allen and Blake Emmons and wife, Katherine Natalia Emmons 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 Ashland City, Tennessee, Tennessee, this 12th day of February, 19 74

Notary Public.

Commission expires 5-1-77

C 209 3

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 .

FEB 15 1974 FELIX ZWILLE REGISTER DAVIDSON COUNTY, TENN. IDENTIFICATION REFERENCE

FEB15 CONV 33,000.00
FEB15 MTG 20,000.00
FEB15 WDEED A* 6.00 * 6.00

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.

INSTALLMENT DEED - CHARLES E. ALLEN et ux to BLAKE EMMONS et ux

Continuation of Description of Tract No. 2:

black oak pointers; thence E 11-13/25 poles to a stake; thence N 82° E 21-13/25 poles to a hickory; thence N 74° E 8-22/25 poles to Mrs. M. H. Nickens' NW corner; thence S 53° E 10-8/21 poles to a sassafras and pile of rock; thence S 59° E 9-2/5 poles to a black oak; thence S 67° E 11 poles to Mrs. M. H. Nickens' SE corner; and at Eddie Adcock's 202 pole line; thence beginning at a point in that line at a stake on top of a hill at 62-9/25 poles, and following that line, S 1° W 139-16/25 poles to a white oak; thence S 32-1/2° W 34 poles to a red oak stump, the extreme SW corner of the tract of about 23 acres conveyed to Thomas Phillips; thence with his easterly line, N 1° E 27-1/2 poles to a beech; thence N 13° W 19 poles to a red oak; thence N 49° W 15 poles; thence N 61° W 11 poles; thence N 80° W 6 poles; thence N 45-1/2° W 6-2/5 poles to an ironwood; thence N 22° W 7-2/3 poles; thence N 16-1/2° W 14 poles to a beech; thence N 19° W 21-3/5 poles; thence N 5° W 13 poles to the fork of a hollow; thence down the left hand prong of said hollow, N 51° W 3/5 poles; thence N 73-1/2° W 9-3/5 poles; thence N 50° W 24 poles; thence N 74° W 8-2/5 poles; thence N 42-1/4° W 12 poles; thence N 37° W 4 poles; thence N 3° E 4 poles, down the hollow to the point of beginning, containing 70 acres, more or less.

Tract No. 3: Located in the 14th Civil District of Davidson County, Tennessee, on Little Marrowbone Creek, beginning at a sweet gum on the south side of said creek, Bennett's corner; thence N 68° E 20 poles to a cross on rock at mouth of small hollow; thence up said hollow with its meanders, S 30° E 4 poles; S 37° E 4 poles, S 2-1/4° W 12 poles; S 74° E 8-2/5 poles; S 50° E 24 poles; S 73-1/2° E 9-3/5 poles; S 51° E 3-3/5 poles to the fork of a hollow; thence up the right hand prong of hollow, S 5° E 13 poles; S 17° E 24-3/5 poles to a beech tree; S 23° E 14 poles; S 15-1/2° E 19-3/5 poles; S 22° E 7-2/5 poles to an iron ron; thence S 45-1/2° E 6-2/5 poles; S 80° E 6 poles; S 61° E 11 poles; S 49° E 16 poles to a red rock; thence S 13° E 19 poles to a black rock; thence S 1° W 27-1/2 poles to a rock, formerly a red oak stump in the Bennett line; thence with said line, N 38° W 216 poles to the beginning, containing 28-3/5 acres, more or less, and also an additional tract of 5 acres adjoining said tract, aggregating a tract of 33-3/5 acres, more or less.

BEING a part of the same property conveyed to Charles E. Allen and wife, Annie G. Allen, by deed from Nathan H. Freeman and wife, Alice F. Freeman, of record in Book 3105, page 66, Register's Office for Davidson County, Tennessee, and in Book 102, page 243, Register's Office for Cheatham County, Tennessee.

The said Charlie Allen and Charles E. Allen are one and the same person.

Both parties hereto shall have the use and benefit of the existing driveway between Tract No. 1 and Grantor's house.

This conveyance is SUBJECT to the following TERMS and CONDITIONS, which shall inure only to the grantee herein and shall not be a covenant running with the land:

Grantor agrees to pay $30.00 per month, beginning March 1, 1974, and payable on the 1st day of each month thereafter for so long as he shall keep a mobile home on the property. Grantor further agrees to pay to Grantee the sum of $15.00 per month, payable on the same date, for so long as he shall use the pasture on the above described property; and he shall pay $5.00 per month, payable on the same date as above, for the use of the water located thereon, and he agrees to hold Grantee harmless for any and all claims of liability which may arise from his use of said water. These terms and conditions shall terminate upon the giving of 90 days written notice of termination, by either party, of any or all of said conditions.