BOOK 4805 PAGE 584

ADDRESS NEW OWNER(S) AS FOLLOWS:
Prater Messick, Jr.
(NAME)
275 W. Center Street
(STREET ADDRESS OR ROUTE NUMBER)
Madisonville, Kentucky 42431
(CITY) (P. O. ZONE) (STATE)

SEND TAX BILLS TO:
Same as new owners
(NAME)
(STREET ADDRESS)
(CITY) (ZONE) (STATE)

MAP-PARCEL NUMBERS:
M 127
P 94-101
102-103
pw

INSTALLMENT DEED

FOR AND IN CONSIDERATION OF the sum of $52,500.00
FIFTY TWO THOUSAND FIVE HUNDRED & no/100---------- DOLLARS
of which $ 2,500.00 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 Prater Messick, for the sum of $50,000.00, payable $2,500.00 semi-annually, plus interest at 6% per annum, payable semi-annually, for a period of 15 years, and total sum not to be paid off within 8 years from date of deed.

C 499843

IDENTIF. REFERENCE
APR 15 2 47 PM '74
FELIX A. ... REGISTER
DAVIDSON COUNTY, TENN.

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

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.

PRATER MESSICK AND WIFE, RUTH IRENE MESSICK

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

PRATER MESSICK, JR. AND DON ROBERT MESSICK

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

"SEE ATTACHED MARKED EXHIBIT A"

APR15 74	CONV	52,500.00			
APR15 74	MORT'G	50,000.00			
APR15 74	S'TAX		A*	136.50	
APR15 74	S'TAX		A*	48.00	
APR15 74	PR'FEE		A*	.50	
APR15 74	W'DEED		A*	8.00	* 193.00

This is improved ( ) unimproved ( ) property known as Ewing Road, Nashville, 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 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 Truman S. Wrenne 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 thereon, 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 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:

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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 4th day of April 19 74

Prater Messick
PRATER MESSICK

Prater Messick, Jr.
PRATER MESSICK, JR.

Ruth Irene Messick
RUTH IRENE MESSICK

Don Robert Messick
DON ROBERT MESSICK

STATE OF ~~TENNESSEE~~ KENTUCKY
COUNTY OF ~~DAVIDSON~~ HOPKINS

The actual consideration or value, whichever is greater, for this transfer is $ 52,500.00

Prater Messick
Affiant

Subscribed and sworn to before me, this the 4th day of April 19 74

My commission expires 9/11/76 (Affix Seal)

J. C. Riddle
Notary Public

STATE OF KENTUCKY
COUNTY OF HOPKINS

Personally appeared before me, the undersigned authority a Notary Public in and for said County and State, the within named PRATER MESSICK, RUTH IRENE MESSICK, PRATER MESSICK, JR. & DON ROBERT MESSICK 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 Madisonville, Kentucky this 4th day of April 19 74

Commission Expires 9/11/76

J. C. Riddle
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

INSTALLMENT DEED

G-235955-dmc

FROM

Prater Messick, ET UX.....

TO

Prater Messick, Jr. and
Don Robert Messick.....

Published by
Tennessee Title
Office of
Pioneer National Title Insurance Company
Suite 2114 — Parkway Towers
404 James Robertson Parkway
NASHVILLE, TENNESSEE 37219
Phone 259-2290

FORM NO. 1005-MESSEY 4-1-73

TRACT I:

A tract of land in the 12th, formerly the 21st Civil District of said County described as follows:

BEGINNING in the center of Ewing Road at the northwest corner of a 14-7/8 acre tract conveyed to J. K. Richmond by deed from J. R. Goodpasture and wife; thence with Richmond's westerly line South 7° 48' west 1100 feet, more or less, to the southwest corner of said 14-7/8 acre tract and in the north line of the property conveyed to Jennie L. Richmond by deed from J. R. Goodpasture of record in Book 274, page 285, Register's Office for said County; thence with her northerly line south 88° 48' west 230 feet; thence northwardly 1100 feet more or less to the center of Ewing Road; thence with same, eastwardly 230 feet to the beginning.

INCLUDED in the above described property but excluded therefrom is that part of the property conveyed to Lynn Dever and wife, Bettie Dever, by deed from Prater Messick and wife, as of record in Book 4747, page 169, Register's Office, described as follows:

Land in the 12th, formerly the 21st Civil District of said County, described as follows:

BEGINNING at a point in the centerline of Ewing Road, at the northwest corner of the property conveyed to Prater Messick and wife, by deed from Fred W. Whittemore and wife, as of record in Book 1645, page 597; thence with the centerline of said Ewing Road, north 88° 48' east 75 feet to a point; thence leaving said Pike, south 7° 48' west 295 feet to a point; thence south 88° 48' west 75 feet to a point in the west line of the Messick Property; thence along said line, north 7° 48' east 295 feet to the point of beginning.

Being part of the property conveyed to Prater Messick and wife, Ruth Irene Messick, by deed from Fred W. Whittemore and wife, as of record in Book 1645, page 597, said Register's Office.

TRACT II:

Being a tract of land in the 12th, formerly the 21st, Civil District of Davidson County, Tennessee, and described partly according to a copy of a survey thereof, made by Harvey Gee, Surveyor, March 17, 1952, as follows:

BEGINNING at a point in the center line of Ewing Creek, north of the center line of Ewing Creek Road, at the northwest corner of the property owned by Davidson County Board of Education, known as the School Lot; thence along the west line of said School Lot, South 8° 30' west 384 feet to a fence post in the west line of a tract of 35.3 acres being conveyed to Rufus Anderson by Robert L. Parker and wife; thence along what will be Anderson's west line, South 9° 32' West 776.1 feet to a fence post; thence leaving Anderson's line, North 89° 50' West 174 feet to a point; thence North 8° 30' east 1099 feet to a point in the approximate center line of Ewing Creek Road; thence with the center line of the same, easterly 50 feet to a point in the center line of the same; thence leaving said Road, north 8° 30' east 100 feet to the center line of Ewing Creek;

thence with the center line of the same, South 78° east 122 feet to the point of beginning.

Being the same property conveyed to Prater Messick and wife, Ruth Irene Messick, by deed from Robert L. Parker and wife, as of record in Book 2044, page 357, said Register's Office.

TRACT III:

Land located in the 12th Civil District of Davidson County, Tennessee, and more particularly described on map of an unrecorded survey by Richard B. Omohundro Surveyor, dated April 19th, 1960, being part of the original Marshall Waters lands, as described in Deed of record in Book 565, page 400, Register's Office for Davidson County, Tennessee, at Nashville.

Starting at a point in the center of New Ewing Road, said point being the northwest corner of a tract of land conveyed by deed to D. E. Rawls as of record in Book 879, page 262, Register's Office for Davidson County, Tennessee; thence with Rawls west line S 7° 30' W 25 feet to an iron pin, the same being in the southerly margin of New Ewing Road right-of-way and running thence with the westerly line of the D. E. Rawl's property (now Prater Messick) S 7° 30' W 275 feet to an iron pin, the same being the southeast corner of property now owned by Carlos Chambliss, and the point of beginning of the hereinafter described tract of land; thence S 7° 30' W 225 feet with Prater Messick's westerly line to a point; thence N 86° 30' W 97.4 feet to a point; thence N 7° 30' E with J.B. Neely's easterly line 224.9 feet to a point (the same being Carlos Chambliss' southwest corner; thence S 88° 22' E with Carlos Chambliss' southerly line 98.7 feet to the point of beginning, containing .51 of an acre more or less.

Being the same property conveyed to Prater Messick and wife, Ruth Irene Messick, by deed from Marshall Leslie Waters, Sr. and wife, as of record in Book 4336, page 414, said Register's Office.

Said buyers are to maintain a home for both parents as long as either one lives. If said property is sold, Prater Messick, Jr. and Don Robert Messick are to maintain a house for both parents as long as either lives.

Seller Prater Messick, Sr. and wife, are to see after up keep of property, collecting rent for buyers, etc. as long as they are physically able.