PREPARED BY:
A. [illegible]
338 WHITE BRIDGE ROAD
NASHVILLE, TN 37209

Send Tax Statements - Same

INSTALLMENT DEED BOOK 4812 PAGE 937

For and in Consideration of the sum of FIFTY THREE THOUSAND AND NO/100-------
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Dollars,
of which TEN THOUSAND AND NO/100---------- Dollars,
has been paid in cash by RONALD WATSON FULLER AND KENNETH RYLONDS MABRY
the receipt of which is hereby acknowledged, and for the remainder FORTY THREE THOUSAND AND NO/100----------
Dollars,
the said RONALD WATSON FULLER AND KENNETH RYLONDS MABRY have executed nine (9) notes; eight in the original, principal amount of $5,000.00 each and the last or ninth note in the principal amount of $3,000.00; said notes are paid annually beginning 1 year from date and annually thereafter until paid in full. Said notes bear interest at the rate of 8% per cent per annum with the interest paid as each note is paid. After the payment of the fourth (4th) note the balance may be paid at any time without penalty.

MAY-7	CONV	53,000.00			
MAY-7	MORT'G	43,000.00			
MAY-7	S'TAX		A*	137.80	
MAY-7	S'TAX		A*	41.00	
MAY-7	PB'FEE		A*	.50	
MAY-7	W'DEED		A*	6.00	* 185.30

all of said notes bearing six per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, ALMA HUDSON PEDIGO

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have this day bargained and sold, and do hereby transfer and convey unto the said RONALD WATSON FULLER AND KENNETH RYLONDS MABRY their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEGINNING at a 1/2" iron stake on the North right of way of Charlotte Pike and the west side of a driveway to the Russell property this being the most S. E. corner to property being described and the southwest corner of the Russell property, thence, leaving Charlotte Pike and with the West side of the Russell Driveway and a drainage ditch until the old fence line begins North 21 degrees West 1985.0 Ft. (with Russell West line) to a corner fence post (Russells north west corner) and a point in Terrells line thence with terrells line for the next three call(generally with an old established fence line) north 58 degrees 58 minutes west 193.0 ft. to a stake,; thence north 43 deg. 36 minutes west 612.3 ft, to a stake, 2" oak tree and blazed oak pointers ; thence, North 26 degrees 45 minutes west 468.0 ft. to a stake and a 15" blazed maple tree pointer (a corner of StringfellowTerrell, and Sullivan); thence, with Sullivan south line (fence not on line) north 73 degrees West 525.0 ft. to a 36" blazed with 4 hacks beech tree by fence line; thence, leaving Sullivan and with Spence's line and then Fisk Line South 17 degrees East 3014.0 Ft to a iron pin in fence line; thence; leaving fence N 75 deg. East 355.0 ft. to a iron pin; thence, south 29 degrees East 425.0 ft. to a iron pin in the north margin of Old Charlotte Pike and on the east side of a gravel driveway to Old Homeplace; thence with the north margin of Old Charlotte Pike North 71 degrees East 624.0 ft. to a iron pin the point of beginning containing 59.65 + / Acres.
BEING property conveyed to Alma Hudson Pedigo by deed from G. Battle Claiborne, trustee, of record in Book 4799, page 922, Register's Office for Davidson County, Tennessee.

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $53000.00. Affiant [signature]
Subscribed and sworn to before me this 7th day of May 1974

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Ronald Watson Fuller and Kenneth Rylonds Mabry 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 Ronald Watson Fuller and Kenneth Rylonds Mabry 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 in hand paid, we, the said Ronald Watson Fuller and Kenneth Rylonds Mabry do hereby transfer and convey unto A. Braden Floyd, Jr., 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 Ronald Watson Fuller and Kenneth Rylonds Mabry 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 amount 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 interst 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 Ronald Watson Fuller and Kenneth Rylonds Mabry 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 trust 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 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 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 Ronald Watson Fuller and Kenneth Rylonds Mabry 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 A. Braden Floyd, Jr., Trustee, shall be vested in said successor.

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 Alma Hudson Pedigo and Ronald Watson Fuller and Kenneth Rylonds Mabry hereunto set our hands at Nashville, Tennessee, this the 9 day of April 1974

C53157

IDENTIF. REFERENCE

MAY 7 12 57 PM '74

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TENN.

X Alma Hudson Pedigo
Jesse Garland
Kenneth Rylonds Mabry
Ronald Watson Fuller
Connie Louise Fuller
Sandra Faye Mabry

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Alma Hudson Pedigo, Jesse Garland

the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 9 day of April, 1974

Commission Expires 5-23-77

A. BRADEN FLOYD, JR. NOTARY PUBLIC AT LARGE STATE

A. Braden Floyd, Jr., Notary Public.

STATE OF Tennessee
Davidson **County.**

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Ronald Watson Fuller and Kenneth Rylonds Mabry and their wives Connie Louise Fuller and Sandra Faye Mabry

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 Nashville, Tennessee, this 9 day of April, 1974

Commission Expires 5-23-77

A. BRADEN FLOYD, JR. NOTARY PUBLIC AT LARGE

A. Braden Floyd, Jr., Notary Public.