Installment Deed

BOOK 4846 PAGE 544

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Albert L. Powell, Trustee (NAME)	SAME (NAME)	
860 Murfreesboro (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	121 78-79
Nashville, Tennessee (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of One Hundred Six Thousand, Three Hundred Eighty Three ($106,383.00) *Dollars,*

of which Sixty Seven Thousand, Six Hundred Ninety Two and 79/100 ($67,692.79) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder of Thirty Eight Thousand, Four Hundred ($38,400.00) *Dollars,*

Albert L. Powell, Trustee, *has executed*

an Installment Deed Note of even date in the amount of Thirty Eight Thousand, Four Hundred ($38,400.00) Dollars, payable to Joseph Harold Shankle, bearing ~~interest~~ at 8 percent per annum.

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,

I, Joseph Harold Shankle,

have this day bargained and sold, and do hereby transfer and convey unto the said

Albert L. Powell, Trustee, his

(successors), heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:

Land in the 3rd Civil District of Davidson County, Tennessee, described according to a survey made by G & G Engineering Company, dated 8/15/74, described as follows:

BEGINNING at a point, this point being an iron pin set in the eastern boundary of Pleasant Hill Road in the northwestern corner of the Evelyn Alline Shankle property, thence along Pleasant Hill Road the following seven calls: North 9 deg. 47 min. East, 32.10 feet to a point; thence with a curve to the right having a radius of 713.40 feet a distance of 165.90 feet to an iron pin; thenc continuing with the curve to the right 28.76 feet to a point; thence North 25 deg. 25 min. East, 87.70 feet to a point; thence with a curve to the left having a radius of 538.40 feet a distance of 107.00 feet to an iron pin; thenc continuing with the curve to the left a distance of 96.28 feet to a point; thence North 03 deg. 47 min. East, 73.16 feet to an iron pin; thence leaving Pleasant Hill Road South 82 deg. 53 min. East, 683.00 feet bounded by the Everett property to an iron pin; thence the following seven calls bounded by the Third National Bank, Trustee property, South 30 deg. 00 min. 46 sec. East 9.82 feet to an iron pin; thence South 30 deg. 00 min. 46 sec. East, 37.46 feet to an iron pin; thence South 31 deg. 31 min. East, 399.19 feet to an iron pin; thence South 75 deg. 28 min. 27 sec. East, 57.37 feet to an iron pin; then south 80 deg. 39 min. East, 852.65 feet to an iron pin; thence South 78 deg.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 106,383.00

Subscribed and sworn to before me, this the 23rd day of August, 1974

Affiant

My commission expires

Notary Public

(Affix Seal)

20 min. 27 sec. East, 620.72 feet to an iron pin; thence South 14 deg. 04 min. West, 43.78 feet to a concrete monument; thence following five call bounded by the U. S. Corps of Engineers property, South 9 deg. 23 min. West, 387.33 feet to an iron pin; thence South 9 deg. 23 min. West, 392.00 feet t a concrete monument; thence South 8 deg. 30 min. West, 170.00 feet to an iron pin; thence South 8 deg. 30 min. West, 80.00 feet to a concrete monument; thence North 80 deg. 07 min. West, 1715.36 feet to an iron pin; thenc the following three calls bounded by land formerly owned by Harold Shankle, North 10 deg. 03 min. East, 598.55 feet to an iron pin; thence North 79 deg 53 min. 39 sec. West, 255.83 feet to an iron pin; thence North 21 deg. 42 min. East, 213.02 feet to an iron pin; thence North 79 deg. 58 min. West, 649.90 feet bounded by the Evelyn Alline Shankle property to an iron pin; this being the point of beginning, and containing 55.22 acres, more or less

BEING part of the real property conveyed to Joseph Harold Shankle and wife, Evelyn Allene Shankle, by deeds from Adolphus Adelbert Fuqua and wife, Annie Fuqua, of record in Book 2485, Page 751, Register's Office of Davidson Coun Tennessee, and from Douglas Fuqua and wife, Imogene Dyer Fuqua, of record in Book 3990, Page 856, and Book 4023, Page 409, Register's Office of Davidson County, Tennessee, and the property conveyed to Joseph Harold Shankle and wife, Evelyn Allene Shankle, by deed from William T. Adcock, Administrator o the estate of Douglas Fuqua, Betty Jo Fuqua Adcock, Evelyn Allene Shankle a Dorothy Delores Fuqua of record in Book 4647, Page 231, Register's Office o Davidson County, Tennessee, and pursuant to a decree in the cause of Joseph Harold Shankle v. Evelyn Alline Shankle, No. 61324, Probate Court of Davids County, Tennessee, all right, title, and interest of Joseph Harold Shankle the subject property was conveyed to Evelyn Alline Shankle in deed of Recor Book 4511, Page 881, Register's Office of Davidson County, Tennessee; and pursuant to a decree in the cause of Evelyn Shankle vs. Joseph H. Shankle, No. 68710, Fourth Circuit Court of Davidson County, Tennessee, all right, title and interest of Evelyn Alline Shankle in the subject property was conveyed to Joseph Harold Shankle in deed of Record Book _____, page _____, Register's Office of Davidson County, Tennessee.

unimproved (X)
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 Albert L. Powell, Trustee, his ..... *(successors), heirs and assigns forever.* I *covenant that* I am *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.* except for 1974 taxes, and as otherwise herein stated.

I *further covenant and bind* myself & my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Albert L. Powell, Trustee, ... *(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 Albert L. Powell, Trustee, ... *hereinafter referred to as trustors, hereby transfer and convey unto* Charles A. Leach *, 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 insured value *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.

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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 23rd *day of* August, *19* 74.

Joseph Harold Shankle

Joseph Harold Shankle

Albert L. Powell, Trustee

Albert L. Powell Trustee

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, John W. Kelley, Jr., *a Notary Public in and for said County and State,* Joseph Harold Shankle,

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

Witness my hand and official seal at Nashville, *this* 23RD *day of* August, *19* 74.

John W. Kelley, Jr.
Notary Public

JOHN W. KELLEY, JR. NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Commission expires 8-8-77

STATE OF TENNESSEE

COUNTY OF DAVIDSON

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Personally appeared before me, John A Nelley, *a Notary Public in and for said County and State,* Albert L. Powell, Trustee, *the within named bargainor, with whom I am personally acquainted, and who acknowledged that* he *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, Tennessee *this* 23rd *day of* August, *19* 74

John A Nelley
Notary Public

Commission expires 8-8-77

JOHN W. NELLEY, JR. NOTARY PUBLIC DAVIDSON

C68572

FEE REFERENCE

AUG 23 2 29 PM '74

FELIX Z. ROBERTSON REGISTER DAVIDSON COUNTY, TENN.

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 ...

INSTALLMENT DEED

FROM

Joseph Harold Shankle

TO

Albert L. Powell, Trustee

This instrument prepared by:

Charles A. Leach
26th Floor
First American Center
Nashville, Tennessee

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238

AUG 23 74	CONV	90,000.00			
AUG 23 74	CONV	16,383.00			
AUG 23 74	MORT'G	38,400.00			
AUG 23 74	S'TAX		A*	276.64	
AUG 23 74	S'TAX		A*	36.40	
AUG 23 74	PR'FEE		A*	.50	
AUG 23 74	W'DEED		A*	8.00	* 321.54