BOOK 4876 PAGE 941

MAIL TO: JIM STEVENS RLTY. AUCTION
3937 GALLATIN RD. NASHVILLE, TENN.

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD - 4

FROM

RONALD PRESTON BOYLE and wife

LINDA FAYE BOYLE

TO

J. EUGENE WHITEHEAD and wife

ANNE C. WHITEHEAD

For draftsman's use

THIS INSTRUMENT PREPARED BY:
HENRY K. BUCKNER, JR. ATTY.
3937 GALLATIN ROAD
NASHVILLE, TENNESSEE 37216

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
J. EUGENE WHITEHEAD et ux (NAME)	same (NAME)	76
RT. 2 DODSON CHAPEL RD. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	44
HERMITAGE TENN. 37076 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	4 D 01090

(FOR REGISTER'S USE)

T
IDENTIF. REFERENCE

DEC 23 1 19 PM '74

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

C82323

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 11,600.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 19th DAY OF NOV. 1974.

Notary Public

MY COMMISSION EXPIRES: My Commission Expires Sept. 12, 1976

(AFFIX SEAL)

DAVIDSON COUNTY

FOR AND IN CONSIDERATION OF the sum of $11,600.00
ELEVEN THOUSAND SIX HUNDRED and NO/100 DOLLARS
of which $ 3,364.00 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 one promissory lien note of even date herewith, payable to the order of RONALD PRESTON BOYLE AND LINDA FAYE BOYLE, in the original principal sum of $8,236.00, in 11 quarterly installments of $686.33 each, beginning FEB. 19th, 1975, with a like amount due on the 19th day of MAY, AUG., and NOV., 1975, and on the 19th day of FEB, MAY, AUG., and NOV., in each suceeding year thereafter, with the final payment in the amount of $686.37 due on the NOV. 19th 1977, said note bears interest from date at the rate of 8½% per annum on the unpaid balance, which is payable on each principal payment date in addition to said principal payment.

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,

RONALD PRESTON BOYLE and wife LINDA FAYE BOYLE

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

J. EUGENE WHITEHEAD and wife ANNE C. WHITEHEAD

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: Land in Davidson County Tennessee, according to a survey by Clement E. Greek, Registered Engineer, dated Sept. 30, 1974, more particularly described as follows: Beginning at a point in the center line of Old Lebanon Dirt Road, said point being the southeast corner of the property conveyed to Ronald Preston Boyle, et ux, as of record in Book 4228, page 318 Register's Office for Davidson County, Tennessee; thence N 52° 08' W 844.88 feet to an iron pin by cedar post; thence N 28° 02' E 818.88 feet to center line of Stone Creek; thence N 28° 02' E 30 feet to a point; thence along the center line of Stone Creek, N 71° 22' W 247.32 feet to a point; thence still along the center line of Stone Creek N 53° 57' W 201.84 feet to a point; thence S 49° 07' W 361.40 feet to an iron pin; south 12° 12' E 780.20 feet to an iron pin; S 51° 48' E 744.49 feet to the center line of Old Lebanon Dirt Road; thence along the cneter line of Old Lebanon Dirt Road, N 75° 25' E 50.00 feet; thence still along the center line of Old Lebanon Dirt Road, N 67° 04' E 155.00 feet to the point of beginning. Said tract of land containing 10.64 acres, more or less. Being part of the property conveyed to Ronald Preston Boyle and wife, Linda Faye Boyle, by deed from Raymond D. Lane and wife Audrey J Lane, as of record in Book 4228, page 318, Register's Office for Davidson County, Tennessee.

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

This is { unimproved ( ) / improved ( ) } property, known as ____ (House Number) ____ (Street) ____ P. O. Address: ____ (City or Town) ____ (Postal Zone)

BOOK 4876 PAGE 942

MAIL TO: JIM STEVENS REALTY, AUCTION
3937 GALLATIN RD. NASHVILLE, TENN.

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 LOU CONNER 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 $ INS. AMT 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 herein, 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 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 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 19th day of NOV. 19 74

J. Eugene Whitehead
J. EUGENE WHITEHEAD

Anne C. Whitehead
ANNE C. WHITEHEAD

Ronald Preston Boyle
RONALD PRESTON BOYLE

Linda Faye Boyle
LINDA FAYE BOYLE

DEC23	CONV	11,600.00		
DEC23	MORTG	*8,236.00		
DEC23	S'TAX		A*	30.16
DEC23	S'TAX		A*	6.20
DEC23	PRFEE		A*	.50
DEC23	WDEED		A*	4.00 * 40.86

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named J. EUGENE WHITEHEAD and wife ANNE C. WHITEHEAD

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 Nashville Tennessee, this 19th day of Nov., 1974

Jim Stevens
Notary Public

Commission expires My Commission Expires Oct 12, 1978
7-12-76

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 PRESTON BOYLE
LINDA FAYE BOYLE

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 Nashville, Tenn. this 16 day of Dec., 1974

Commission Expires 11/25/75

Lillie Kathleen Scarboro, Notary Public.

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

JIM STEVENS
"SALES THAT SATISFY"
REALTY & AUCTION ASSOCIATES
228-2541 JIM STEVENS, Auctioneer 3937 Gallatin Rd.
Licensed in Tenn & Ky - Realtors & Auctioneers Assn Nashville, Tenn