BOOK 4892 PAGE 359

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD-4

FROM

MALCOLM D. GUNTER, et al.

TO

EARL N. JONES

Mail
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
Earl N. Jones (NAME)	Same (NAME)	~~Map~~ 36
6300 Jocelyn Hollow Rd. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	~~Pcl~~ 6
Nashville, Tennessee 37205 (CITY) (STATE) (P. O. ZIP)	(STATE) (ZIP)	

STATE OF TENNESSEE
CHEATHAM COUNTY:

Filed in the office of the Register: 4-4, 1974
at 2:35 o'clock
and recorded in Book G-171, Page 332, and entered in Fee and Tax Record Book 10, The following fees were collected:

RECORDING FEE $ 4.00
PRIOR LIEN $ 137.52
TAX $ 45.42
TOTAL $ 187.94

Billy J. Ross, Register
By: [illegible]

(FOR REGISTER'S USE)

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

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

$ 52,875.00 Earl N. Jones
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 29 DAY OF March 1974

James A. Stinnett
Notary Public

MY COMMISSION EXPIRES: 10-31-76

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of --Fifty-two Thousand, eight hundred seventy-five and No/100---------- ($52,875.00) ---------- **DOLLARS**

of which $ 5,500.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has executed his promissory lien note of even date herewith, payable to the order of MALCOLM D. GUNTER, JOHN BUCHANAN and BOBBY HUFF, in the original principal sum of $47,375.00, payable in 10 equal annual installments of $4,737.50 each, beginning March 29, 1975, with a like principal payment on the 29th day of March in each year theraftер, and the final such payment on March 29, 1984; said note bears interest at the rate of 7% per annum from date, on the unpaid balance, which is payable on each principal payment date, in addition to said principal payment,

FEB27m CONV 52,875.00
FEB27m MORTG 47,375.00
FEB27m DEED A* 4.00 * 4.00

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, Malcolm D. Gunter, John Buchanan and Bobby Huff

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

Earl N. Jones

the 10th Civil District of Davidson and 1st Civil District of Cheatham County, Tennessee, as follows:
herein called grantees, their heirs and assigns, certain real estate in ~~Davidson~~

BEGINNING at a point in the centerline of Little Marrowbone Creek Road, the common corner of this property and Howard Leslie's tract; thence with lines of Howard Leslie, George Leslie and James Leslie, N 84° 30' W 750 feet to the centerline of a branch and N 80° W 1197 feet to a point in the south edge of a pipeline in Ciraco's line; thence with said Ciraco's line, N 2° 30' E 400 feet to a point in the centerline of pipeline; thence N 88° W 1864 feet to an 18" hickory near the head of a hollow; thence N 2° E 2040 feet to a stone pile; thence S 88° E 4686 feet along the lines of Allen and Griffin, to a white oak in George Carney's line; thence with Carney's line, S 2° 30' W 1155 feet to a white oak tree 30 feet west of a spring; thence with lines of Walter and Fred Leslie, S 63° W 115.5 feet to a planted stone and S 29° E 740 feet to a point in the centerline of Little Marrowbone Creek Road; thence with the center of said road, S 45° W 445 feet to the point of beginning, and containing in all 235 acres, more or less.
BEING the same property conveyed to Grantors by deed from Bobby Huff and wife, Ruby Huff, of record in Book 165, page 690, Register's Office for Cheatham County, Tennessee, and in Book 4735, page 103, Register's Office for Davidson County, Tennessee.

There is an existing mortgage on the above described property, which the grantors will continue to be responsible for out of the consideration above recited.

unimproved ( )
This is improved ( ) property, known as ---------- (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 seised 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 Neil Robertson 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 29 day of March 19 74.

Earl N. Jones — Bobby Huff

Ellen H. Jones — John Buchanan

Malcolm D. Gunter

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 Malcolm D. Gunter, John Buchanan and Bobby Huff AND Earl N. Jones 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, this 29 day of March, 1974.

James N. Stimmett, Jr. Notary Public.

Commission expires 10-31-76

FILED FOR REGISTER
FELIX A. SHELL REGISTER
DAVIDSON COUNTY, TENN.
FEB 27 11 20 AM '74
IDENTIFICATION REFERENCE

68694

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 Ellen H. Jones 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, Tennessee, this 1 day of April, 1974.

Laura [illegible], Notary Public.

Commission expires Aug 2, 1976