Installment Deed

BOOK 4901 PAGE 43

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
G. Whitney Kemper (NAME:)	SAME (NAME:)	Map-46
4911 Tanglewood Drive (STREET ADDRESS OR ROUTE NUMBER)	SAME (STREET ADDRESS)	Parcel 32
Nashville, Tennessee (CITY) (P. O. ZONE) (STATE)	SAME (CITY) (ZONE) (STATE)	

Mail -7

FOR AND IN CONSIDERATION of the sum of Fourty Thousand and No/100---------- ..----------$40,000---------- Dollars, of which Seven Thousand and No/100---------- ..----------$7,000---------- Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder Thirty Three Thousand and No/100---------- ..----------$33,000---------- Dollars,

G. Whitney Kemper and Steven J. Greil ha ve executed an installment deed note and have assumed and agreed to pay to the order of James F. Cobb and Deborah I. Smith the principal sum of Eleven Thousand and Sixty Six Dollars and Sixty Seven Cents (11,066.67), in monthly payments for a period of Ten Years in the amount of One Hundred and Thirty Three Dollarsand Fifty Five Cents ($133.55) beginning May 1, 1975. Note may be prepayed in part or in whole at anytime without penalty.

Further, G. Whitney Kemper and Steven J. Greil agree to assume a first Mortgage, secured by an Installment Deed, Book 4759, page 421, Register's Office for Davidson County, Tennessee.

Prepared by G. Whitney Kemper

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, James F. Cobb and Deborah I. Smith

have this day bargained and sold, and do hereby transfer and convey unto the said G. Whitney Kemper and Steven J. Greil with right of suvivorship, (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Two tracts of land in the 25th District of Davidson, Tennessee, described as follows: TRACT 1: BEGINNING at a poplar stump in a hollow in Simpkins' West boundary line; thence, with said line, North 3-3/4° East 181 poles to an elm, the Southeast corner of a tract conveyed by J. L. Young to J. J. Rucker of record in Book 162, page 176, Register's Pffice for Davidson County, Tennessee; thence with said Rucker's south boundary line, North 88° West 52 poles to a hickory and black oak; thence South 5° West 130 poles to a poplar; thence South 18-1/2° East 20 poles to a plum tree near the corner of the garden; thence, South 34° East 26 poles to a point in the Bull Run Road; Thence, South 60° East 12 poles to a stake; thence South 64° East 21 poles to the beginning, containing 60.8 acres, more or less.

TRACT 2: BEGINNING at a poplar stump on the waters of Bull Run Creek in a hollow in the west boundary of Simpkins land, the Southeast corner of the Home Tract (Tract 1 herein described) thence with said Simpkins line, South 3-3/4° West 62 poles to a tan oak, black oak and gum; thence North 35° West 100 poles to a white oak; thence North 3-3/4° East 165 poles to two hickories in the south boundary of J. J. Rucker's land and with same South 88° East 16 poles to a hickory and black oak, the Northwest corner of the Home Tract; thence with its west boundary South 5° West 130 poles to a poplar; thence South 18-1/2° East* 20 poles to a plum tree near the corner of the garden; thence South 34° East 26 poles to a point in the Bull Run Road: Thence South 60° East 12 poles to a stake; thence South 64° East 21 poles to the beginning, containing 30.4 acres, more or less.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $40,697.00

Subscribed and sworn to before me, this the 1 day of April 1975

Affiant

My Commission expires: Feb 28 1978 (Affix Seal)

Notary Public

This is improved ( ) unimproved ( ) 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 James F. Cobb and Deborah I. Smith (successors), 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 our heirs and representatives, to warrant and forever defend the title to said real estate to said G. Whitney Kemper and Steven J. Greil (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

hereinafter referred to as trustors, hereby transfer and convey unto 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 $, 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.

It is understood and expressly excluded from this conveyance the Young Family Cemetery consisting of about one half of an acre, with right of ingress and egress thereto for going to and from said cemetery.

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.

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 Registers 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.

Witness my hand this 1st day of April, 1975, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

James F. Cobb

Deborah I. Smith

G. Whitney Kemper

Steven J. Greil

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Kelly Sowers *a Notary Public in and for said County and State,* James F. Cobb, Deborah I Smith, G. Whitney Kemper, Steven J. Greil

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

Witness my hand and official seal at Nashville *Tennessee, this* 1 *day of* April, *19*75

Commission expires April 28-1978 Kelly Sowers *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 purposes 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.....

APR-3'75 CONV A* 40,697.00
APR-3'75 MORT A* 11,866.67
APR-3'75 S'TAX A* 105.82
APR-3'75 S'TAX A* 9.10
APR-3'75 FEE A* .50
APR-3'75 W'DEED A* 4.00 * 119.42

INSTALLMENT DEED

FROM

James F. Cobb and Deborah I Smith

TO

G. Whitney Kemper and Steven J. Greil

C 92935

IDENTIF. REFERENCE

APR 3 10 29 AM '75

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of
Chicago Title
Insurance Company
American Trust Bldg.—S. W. Corner
Third & Union
NASHVILLE, TENNESSEE 37201