THIS INSTRUMENT PREPARED BY: J. L. THOMPSON, III, ATTORNEY
1080 CAPITOL HILL BLDG.
NASHVILLE, TENN. 37219

174-8; 174-8.2
5D-23451; 5D-23500

Mail TO Buyer & Tax Bills
W. K. Gardner
154 Bart Rd.
Antioch, Tenn 37013

INSTALLMENT DEED BOOK 4904 PAGE 320

For and in Consideration of the sum of FIFTY-SEVEN THOUSAND FIVE HUNDRED and NO/100 ($57,500.00) ---------- Dollars, of which TWENTY THOUSAND and NO/100 ($20,000.00) ---------- Dollars, has been paid in cash by W. K. GARDNER and wife, PATTYGALE G. GARDNER the receipt of which is hereby acknowledged, and for the remainder THIRTY-SEVEN THOUSAND FIVE HUNDRED and NO/100($37,500.00) ---------- Dollars, the said W. K. GARDNER and wife, PATTYGALE G. GARDNER have

this day executed their promissory note, at the rate of eight (8%) per cent per annum, payable in One Hundred Forty-Four (144) monthly installments of Four Hundred Five and 92/100 ($405.92) Dollars each as follows: Two Hundred Two and 96/100 ($202.96) Dollars payable to Carroll Maxwell and Two Hundred Two and 96/100 ($202.96) Dollars payable to Addelee Maxwell Yates

The actual consideration or value, whichever is greater, for this transfer is $57,500.00.

April 15, 1975

Jack Thompson with J. Head Duplegia NOTARY PUBLIC

all of said notes bearing ~~xx~~ eight 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, we, CARROLL MAXWELL and ADDELEE MAXWELL YATES have this day bargained and sold, and do hereby transfer and convey unto the said W. K. GARDNER and wife, PATTYGALE G. GARDNER, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Described according to a survey of A. L. Maxwell property by Barry Greer & Associates, land surveyers, dated April 14, 1975.
Beginning at a point in the westerly margin of Pettus Road, said point being the northeast corner of the tract herein conveyed and the southeast corner of E. T. Stephens' tract of record in Book 1555, Page 008, R.O.D.C., thence along the westerly margin of said Pettus Road south 01° 30' west, 00", 526.01 feet to a post in said westerly margin of Pettus Road; thence leaving said margin north 76°, 12', 31", west 216.54 feet, the same being the northerly line of J. B. Brown's tract recorded in Book 4542, Page 327, R.O.D.C.; thence south 12°, 3', 30" east, 457.71 feet with the said Brown's westerly line to a post, the same being Brown's southwest corner; thence with said Brown's southerly line south 88°, 30', 19" east, 202.41 feet to a post in the said westerly margin of Pettus Road; thence with said margin south 27°, 43', 38" east, 257.53 feet to a point, the beginning of a curve, thence with said curve 290.29 feet to a post, being the southeast corner of the property herein conveyed; thence north 87°, 36', 25" west, 374.59 feet to a post, thence north 06°, 49', 58" east, 477.93 feet to a post in an old fence, being the northeast corner of J. A. Wisener's tract of record in Book 2538, Page 601, R.O.D.C.; thence north 89°, 00', 53" west, 1552.21 feet to a post; thence south 00°, 48', 53" west, 511.90 feet to a post; thence north 85°, 16', 54" west, 235.37 feet to a 48-inch Maple tree; being the southwest corner of the property herein conveyed; thence north 00° 17', 59" west, 843.00 feet to a point in a fence; thence north 00°, 19', 02" east, 700.76 feet to a post, being the northwest corner of the property herein conveyed; thence south 89°, 04', 08" east, 873.33 feet to a planted stone; thence south 04°, 14', 10" east, 113.04 feet to a post; thence south 88°, 42', 53" east, 470.77 feet to a point in a fence; thence south 89°, 43', 10" east, 471.21 feet to the point of beginning, containing 45.3 acres, more or less. BEING part of the same property conveyed to A. L. Maxwell by deed from W. Raymond Denney, Trustee, of record in Book 1082, Page 36, R.O.D.C., Tennessee.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said W. K. GARDNER and wife, PATTYGALE G. GARDNER 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 and our heirs and representatives, to warrant and forever defend the title to said real estate to said W. K. GARDNER and wife, PATTYGALE G. GARDNER, 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 CARROLL MAXWELL and ADELEE MAXWELL YATES

do hereby transfer and convey unto J. L. THOMPSON, III, 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 W. K. GARDNER and wife, PATTYGALE G. GARDNER 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 $ 37,500.00 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 W. K. GARDNER and wife, PATTYGALE G. GARDNER 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 CARROLL MAXWELL and ADELEE MAXWELL YATES 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 J. L. THOMPSON, III, 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 CARROLL MAXWELL and ADDELEE MAXWELL YATES hereunto set our hands at Nashville, Tennessee, this the 14 day of April 19 75

Carroll L. Maxwell
CARROLL MAXWELL

W. K. Gardner
W. K. GARDNER

Pattygale G. Gardner
PATTYGALE G. GARDNER

Addelee Maxwell Yates
ADDELEE MAXWELL YATES

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Norma D. Bates, a Notary Public in and for said County and State, the within named CARROLL MAXWELL

the 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 14 day of April, 19 75

Commission Expires 19 NOV 1975

Norma D. Bates, Notary Public.

STATE OF TENNESSEE
DAVIDSON **County.**

Personally appeared before me, Marilyn Wells, a Notary Public in and for said County and State, the within named ADDELEE MAXWELL YATES, W. K. GARDNER and wife, PATTYGALE G. GARDNER

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 this 14 day of April, 19 75

Commission Expires 5-23-77

Marilyn Wells, Notary Public.

BOOK 4904 PAGE 323

STATE OF TENNESSEE
Davidson County

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____ with whom I am personally acquainted and who upon (his oath / their several oaths) acknowledged (himself / themselves) to be the _____ and _____ respectively of the _____ the within named bargainor, a corporation, and that (he / they) as such _____ and _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said _____ as such _____, and attesting the same by the said _____ as such _____

Witness my hand and official seal at office at _____ on this the _____ day of _____, 19____.

My commission expires _____

_____
Notary Public

INSTALLMENT DEED

FROM
CARROLL MAXWELL and
ADDELEE MAXWELL YATES

TO
W. K. GARDNER and wife,
PATTYGALE G. GARDNER

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

C 94365

IDENTIF. REFERENCE:

APR 15 4 12 PM '75
FELIX Z. WILSON JR REGISTER
DAVIDSON COUNTY, TENN.

April 15 1975

Co.	$7.500.00
	37.500.00
Mtg	145.50
St	35.50
St	50
Fee	8.00
To Lead	
Total	193.50