Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
G. L. Waynick (NAME)	G. L. Waynick (NAME)	96-13-64
2732 Elm Hill Road (STREET ADDRESS OR ROUTE NUMBER)	2732 Elm Hill Road (STREET ADDRESS)	
Donelson 37214 TENN. (CITY) (P. O. ZONE) (STATE)	Donelson 37214 TENN. (CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Forty Seven Thousand Five Hundred and 00/100 ($47,500.00) ---------- *Dollars,*

of which Five Thousand and 00/100 ($5,000.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Forty-Two Thousand Five Hundred and 00/100 ($42,500.00) ---------- *Dollars,*

G. L. Waynick and wife Caroline Waynick *have executed*

a promissory note of even date herewith payable to the order of Marguerite Fox Perry Brimm, the remainder to Robert H. Perry, Jr. and Frances Perry Rollins Mark, in 180 monthly installments of Three Hundred Ninety-Three and 99/100 Dollars ($393.99), including principal and interest at the rate of 7 1/2% per annum, the first payment oommencing on the 1st day of July, 1975, and on the first day of each month thereafter until paid in full.

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, Marguerite Fox Perry Brimm, Robert H. Perry, Jr. and Frances Perry Rollins Mark

have this day bargained and sold, and do hereby transfer and convey unto the said G. L. Waynick and wife Caroline Waynick, their

~~successors~~, *heirs and assigns,*

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

A tract of land in the 3rd Civil District of Davidson County, Tennessee, being a part of the 36.82 acre tract shown on the Map of the Albert Tanksley's Land near Donelson Station, of record in Book 421, page 179, Register's Office for said County, and described according to a copy of a survey thereof made May 7, 1958, by Hickerson-Miller, Surveyor, as follows:

Beginning at an iron pin in the northwest intersection of Donelson Pike and Elm Hill Pike; thence with the margin of Elm Hill Pike, north 86° west 387 feet to a stake at a corner post; thence along a fence, north 7° 15' east 184.5 feet to an iron pin, continuing with the fence, south 79° 30' east 447.8 feet to a stake at a corner post in the west margin of Donelson Pike; thence with the margin of the same, south 31° west 150 feet to the point of beginning, containing 1.5 acres more or less.

Being part of the property devised to Marguerite Fox Perry for life, with remainder at her death to Robert H. Perry, Jr., and Frances Perry Rollins, under the will of Anna May Fox, of record in Will Book 66, page 80, Probate Court Office for Davidson County, Tennessee.

Marguerite Fox Perry having since remarried and being the same person as Marguerite Fox Perry Brimm.

Description continued on next page

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 47,500.00

Affiant

Subscribed and sworn to before me, this the 16th day of May 19 75

Notary Public

My commission expires: 4-27-76

(Affix Seal)

Brimm to Waynick- Description Continued:

Frances Perry Rollins having since married and being the same person as Frances Perry Rollins Mark.

D 0 0 9 4 6

IDENTIF. REFERENCE

JUN 3 3 31 PM '75

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

This is improved ( ) unimproved ( ) property, known as 2732 Elm Hill Road, Donelson, Tennessee 37214
(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 G.L Waynick and wife Caroline Waynick, their

~~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.* except 1975 taxes which the Grantees hereby assume and agree to pay before they become overdue and delinquent.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* G.L Waynick and wife Caroline Waynick, their

~~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 G.L Waynick and wife Caroline Waynick

hereinafter referred to as trustors, hereby transfer and convey unto Richard D. Bird, *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 $ insurable 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.

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 16th *day of* May, *19*75

G.L Waynick
G.L Waynick

Caroline Waynick
Caroline Waynick

Marquerite Fox Perry Brimm
Marquerite Fox Perry Brimm

Robert H. Perry Jr.
Robert H. Perry, Jr.

Frances Rollins Marks
Frances Perry Rollins Marks

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Edwin E. Wallis, Jr., *a Notary Public in and for said County and State,* Margerite Fox Perry Brimm, G.L Waynick and Caroline Waynick

the within named bargainor S , *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* 16th *day of* May, *19*75.

Edwin E. Wallis Jr.
Notary Public

Commission expires 4-27-76

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STATE OF TEXAS }
COUNTY OF Dallas }

Personally appeared before me, Robert H. Perry Jr., a Notary Public in and for said County and State, Robert H. Perry, Jr. 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 Houston, Texas, this 29 day of May, 19 75.

Evelyn L Whitson Notary Public

Commission expires June 1, 1975

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 JUN-3'75 CONV 47,500.00, the within named bargainor, a corporation, and that ....he as such JUN-3'75 MORTG 47,500.00 being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by ....self JUN-3'75 R.E. TAX A* 123.50 JUN-3'75 ST TAX A* 40.50 JUN-3'75 PR'FEE A* .50.

Witness my hand and seal, at office in ....., this ....day of ....., 19..... JUN-3'75 W'DEED A* 8.00 * 172.50

.....Notary Public

Commission expires.....

STATE OF MICHIGAN)
COUNTY OF MONROE)

Personally appeared before me, EJ McCormick, Jr, a Notary Public in and for said County and State, Frances Perry Rollins Marks the within named bargainor, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes contained therein.

Witness my hand and official seal at Monroe, Mich Michigan, this 21st day of May, 1975.

EJ McCormick
Notary Public

My Commission Expires: June 14, 1975

INSTALLMENT DEED

FROM

Marguerite Fox Perry Brimm et al

TO

G. L Waynick et ux

This Instrument Prepared By:

Edwin E. Wallis, Jr. Attorney
500 Court Square Building
Nashville, Tennessee, 37201

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

FLR Box 65