Buyer
MAIL TAX NOTICE TO:
James H. George
1311 Graycroft Avenue
Madison, Tn 37115

mail to

M.2
P.42
M.3
P.24
PW

BOOK 4969 PAGE 365

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of THIRTY THOUSAND & NO/100 ($30,000.00) DOLLARS, of which EIGHT THOUSAND & NO/100 ($8,000.00) DOLLARS has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder of TWENTY-TWO THOUSAND & NO/100 ($22,000.00) DOLLARS, the undersigned James H. George and wife, Faith S. George, have this day and date executed, made payable to the order of and delivered to the undersigned Margie Dara Hackney Jones, their certain joint negotiable promissory note in the principal amount of TWENTY-TWO THOUSAND & NO/100 ($22,000.00) DOLLARS, dated May 1, 1975, bearing interest from date at seven (7%) per cent per annum, payable monthly to and after maturity, which said principal sum is due and payable in eighty-five monthly installments, with the first eighty four (84) installments of principal and interest being due and payable in equal monthly installments of One Hundred Fifty & No/100 ($150.00) Dollars, with the first payment of principal and interest being due and payable on the 1st day of June, 1975, and on the 1st of the succeeding months for eighty-three (83) months and the last and eighty-fifth (85th) monthly installment being due and payable eighty-four months from the 1st day of May, 1975, and being the balance remaining of principal and interest thereon, with the privilege of prepayment of principal and interest, and with said note further providing that failure to pay any monthly installment of principal and interest, when due, will mature the balance owing at the option of the holder of said note, and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is

This instrument was prepared by
SPROUSE, LONG & WALTON
ATTORNEYS-AT-LAW
509 West Court Square
Springfield, Tennessee
By:

expressly retained on the land herein conveyed, I, MARGIE DARA HACKNEY JONES, a widow, hereinafter called the grantor, have this day bargained and sold, and do hereby transfer and convey unto the said JAMES H. GEORGE and wife, FAITH S. GEORGE, survivor and assigns, hereinafter called the grantees, a certain tract or parcel of land situate in the 12th. Civil District of Robertson County, Tennessee, and in the 10th. Civil District of Davidson County, Tennessee, described more particularly as follows, to-wit:

> BEGINNING at an iron spike in the center of Tinnon Road, the Northeast corner of Mrs. W. A. Jones; thence with the line of said Jones as follows: South 2 deg. 30' East 457 feet to an iron pin; thence North 88 deg. West 357 feet to an iron pin; thence North 2 deg. 45' East 480 feet to a spike in the center of Tinnon Road, corner to Weesner and the Northeast corner of an unnamed fifty foot proposed road; thence with center of said Tinnon Road South 89 deg. West 50 feet to an iron spike, corner to Kelly and the Northwest corner of an unnamed fifty foot proposed road; thence with line of Kelly and Murphree South 2 deg. 45' West 1328 feet to an iron spike, corner to Murphree and Fisher Adams; thence with line of Adams South 87 deg. East 626 feet to a stake; thence North 7 deg. 30' East 394 feet to a stake; thence North 86 deg. 30' East 75.9 feet to a stake; thence South 62 deg. East 172.2 feet to a stake; thence South 57 deg. East 288.9 feet to a stake; thence North 78 deg. East 339.9 feet to a stake in line of Robert Mayes; thence with line of said Mayes as follows: North 7 deg. East 41.2 feet to a stone; thence with fence line North 1 deg. 15' East 509 feet to an iron pin, a corner with former land of W. A. Jones; thence with line of former land of Jones as follows: South 85 deg. West 188 feet, West 130 feet, North 71 deg. 30' West 134 feet, North 52 deg. 30' West 272 feet and North 2 deg. 30' East 224 feet to a point in center of Tinnon Road; thence with center of said road as follows: North 82 deg. West 100 feet, North 70 deg. 40' West 100 feet and North 61 deg. 30' West 195.1 feet to the beginning as per the survey of F. E. Head, Tennessee No. 656, dated April 14, 1975, and being a portion of Tract No. 1 in a partition deed from J. H. Hackney to W. A. Jones, said partition deed being of record in Deed Book 108, at page 259, Register's Office for Robertson County, Tennessee, and being the larger portion of Tract No. 2 in a partition deed from J. H. Hackney to W. A. Jones, said partition deed being of record in Deed Book 1764, at page 464, Register's Office for Davidson County, Tennessee; the said W. A. Jones died in Robertson County, Tennessee, the place of his legal residence on January 12, 1975; the said W. A. Jones is the same person as William Arthur Jones; the said William Arthur Jones by Item II of his Last Will and Testament

devised and bequeathed all of his property to his wife, Margie Dara Hackney Jones, the grantor herein; said Last Will and Testament has been duly probated in Robertson County, Tennessee, and is of record in Will Book 36, at page 552, County Court Clerk's Office for Robertson County, Tennessee, and a properly certified copy thereof is of record in _____ Book _____, at page _____, Register's Office for Davidson County, Tennessee.

RESTRICTIONS: Said property is restricted for a period of twenty-five (25) years against mobile home park or parks or a mobile home being placed on said property.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said James H. George and wife, Faith S. George, survivor and assigns, forever.

I, Margie Dara Hackney Jones, covenant with the grantees, survivor and assigns, that I am lawfully seized in fee of said premises, have a good and perfect right to make this conveyance, that said premises are unincumbered except by 1975 taxes which have been prorated, and that I will warrant and defend the title in and to said premises against the lawful claims and demands of all persons whomsoever.

POSSESSION of the premises will be given the grantees with the delivery of this deed.

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 ($1.00) Dollar, paid in cash, receipt of which is acknowledged, the said JAMES H. GEORGE and wife, FAITH S. GEORGE, hereinafter referred to as trustors, hereby transfer and convey unto JAMES E. WALTON, 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 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 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 attorneys' 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, when 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 seven (7%) 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, pay taxes, 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, or pay 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, with thirty (30) 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 (20) days' notice by three publications in any newspaper published in Robertson County, Tennessee, and any newspaper published in Davidson County, Tennessee, to sell said property at the front door of the Court House in Robertson County, Tennessee, 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 attorneys' 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 expense 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 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 Robertson County, Tennessee, and 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 on this 1st day of May, 1975.

Margie Dara Hackney Jones

MARGIE DARA HACKNEY JONES

GRANTOR

James H. George

JAMES H. GEORGE

Faith S. George

FAITH S. GEORGE



GRANTEES and TRUSTORS

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IDENTIF. REFERENCE

Nov 7 2 49 PH '75

REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE )
)
COUNTY OF ROBERTSON )

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named MARGIE DARA HACKNEY JONES and JAMES H. GEORGE and wife, FAITH S. GEORGE, the bargainors, with all of whom I am personally acquainted, and who acknowledged that they executed the within deed instrument for the purposes therein contained.

WITNESS my hand and official seal, this the 1st day of May, 1975.

NOTARY PUBLIC

My commission expires: 9/22/1977

MICHAEL R. JONES ★ NOTARY PUBLIC ★ ROBERTSON COUNTY, TN.

NOV-75 CONV 30,000.00
NOV-75 MORT'G 22,000.00
NOV-75 W'DEED A* 14.00 * 14.00

I, or we, hereby swear or affirm, that the actual consideration for this transfer, or value of the property or interest in property transferred, whichever is greater, is $30,000, which amount is equal to or greater than the amount which the property or interest in property transferred would command at a fair and voluntary sale.

James H. George
Affiant

SWORN TO AND SUBSCRIBED before me, this the 1st day of May, 1975.

NOTARY PUBLIC ~~or REGISTER~~

commission expires 9-22-77

MICHAEL R. JONES ★ NOTARY PUBLIC ★ ROBERTSON COUNTY, TN.

STATE OF TENNESSEE, ROBERTSON COUNTY
The foregoing instrument and certificate was noted in Note Book 19, Page 147 At 8:30 O'clock A M May 8 19 75
and recorded in Deed Book 181, Series , Page 360 State Tax Paid $15.00 Fee 1.00 Recording Fee 4.00 Total $ 113.00
Witness My Hand.
Receipt No. 32069-32070

Register