5-45

This instrument was prepared
by Carmack Cochran, Attorney 226 Third Ave N. BOOK 5028 PAGE 902
Nashville, Tennessee

mail-71

INSTALLMENT DEED WITH LIEN RETAINED

Address New Owner(s) As Follows:	Send Tax Bills To:	Map-Parcel Numbers
Jos. T. Pomeroy, Sr., et ux. (Name)	Same (Name)	188
Blue Lake Road (Street Address or Route Number)	(Street Address)	3
Nolensville, Tennessee 37135 (City) (P.O.Zone) (State)	(City) (Zone) (State)	PW

FOR AND IN CONSIDERATION of the sum of Fifty-Three Thousand Seven Hundred Fifty and no/100 Dollars ($53,750.00) of which Fifteen Thousand Five Hundred Eighty-Seven and 50/100 Dollars ($15,587.50) has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder Thirty-Eight Thousand One Hundred Sixty-Two and 50/100 Dollars ($38,162.50)

Joseph T. Pomeroy, Sr., and wife, Dorothy J. Pomeroy have executed their vendors lien note of even date herewith payable to the order of Louise Burkitt, A. J. Burkitt, L. H. Burkitt and Lucien H. Burkitt, Executor of the Estate of Mary Elizabeth Burkitt, in said principal sum of Thirty-Eight Thousand One Hundred Sixty-Two and 50/100 Dollars ($38,162.50) bearing interest from date at the rate of eight percent (8%) per annum, interest to date being payable on January 2, 1977, and said note being payable thereafter,principal and interest in 120 equal monthly installments in the amount of Four Hundred Sixty-Three and 2/100 Dollars ($463.02) each, the first of which installments shall be due and payable on February 1, 1977 and one of such installments being due and payable on the first day of each month thereafter until the full amount, principal and interest, has been paid, with the right and privilege in the maker, or makers, of making payments in advance, any such advance payments to be applied first in payment of interest to date of payment and the remainder applied in reduction of principal in inverse order of maturity of such installments and, provided further, that no principal payments will be made or received prior to January 2, 1977, said note further providing that upon default in the payment of any amount due thereunder, principal or interest, as and when due, the holder thereof, at the holder's option, may declare the entire balance due and payable without notice to the makers and further providing for the payment of reasonable attorney's fees, expenses and costs of collection in the event of default; and to secure the payment of said note, principal and interest, attorney's fees, expenses and costs and to secure the performance of the other covenants and terms of this instrument as herein provided a lien is expressly retained on the land herein conveyed, we, Louise Burkitt, A. J. Burkitt, L. H. Burkitt and Lucien H. Burkitt, Executor of the Estate of Mary Elizabeth Burkitt, have this day bargained and sold, and do hereby transfer and convey unto the said Joseph T. Pomeroy, Sr. and wife, Dorothy J. Pomeroy, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A certain tract or parcel of land in Davidson County, State of Tennessee, in the 5th Civil District, the 31st Councilmanic Distric of Metropolitan Government of Nashville and Davidson County, described as follows:

MAY25	CONV	53,750.00			
MAY25	MORT'G	38,162.50			
MAY25 S'TAX			B*	139.62	
MAY25 S'TAX			B*	36.20	
MAY25 PR'FEE			B*	.50	
MAY25	WDEED		B*	8.00	* 184.32

STATE OF TENNESSEE]
COUNTY OF DAVIDSON] The actual consideration or value whichever is greater for this transfer is $ 53,750.00.

Subscribed and sworn to before me, this the 20th day of May, 1976.

Mrs. Dorothy J. Pomeroy

My Commission expires: 2-1-79 (Affix Seal)

Elizabeth M Amos
Notary Public

BEING Lot No. 5 as shown on the survey of the L. H. Battle Lands made by Boone Denton, Surveyor, September 29, 1919 and beginning at a point in the southerly margin of Battle Road as the same existed on May 1, 1976, the northeast corner of said Lot No. 5; thence with the easterly line of said Lot No. 5, the westerly line of Carothers, South 6° 35' West, 1046 feet to a point, the southeast corner of said Lot No. 5; thence North 86° 15' West 890 feet to the southwest corner of said Lot No. 5; thence North 4° east 930 feet to the southerly margin of said Battle Road, the northwest corner of said Lot No. 5; thence with the southerly margin of said Battle Road, North 86° 30' east 930.5 feet to the point of beginning, containing 20.4 acres, more or less, according to an unrecorded survey by Billy Carl Tomlin, Surveyor, dated April 15, 1976.

BEING part of the same property conveyed to Louise Burkitt, A. J. Burkitt, Mary Elizabeth Burkitt and L. H. Burkitt, as tenants in common, by deed from William B. Burkitt and wife, Marguerite P. Burkitt, of record in Book 3837, page 364, and by deed from William Gray Burkitt Melton, of record in Book 4000, page 454, Register's Office for Davidson County, Tennessee. The said Mary Elizabeth Burkitt died August 11, 1975, a resident of Davidson County, Tennessee. Her will was probated in the Probate Court of Davidson County on March 8, 1976 and Lucien H. Burkitt was issued Letters Testamentary as Executor of the Estate of Mary Elizabeth Burkitt on March 9, 1976.

This is unimproved property, known as Battle Road, Antioch, Tennessee.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging to the said

Joseph T. Pomeroy, Sr., and wife, Dorothy J. Pomeroy, 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 by taxes for the year 1975 which will be paid by grantors.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said

Joseph T. Pomeroy, Sr., and wife, Dorothy J. Pomeroy, 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 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 Joseph T. Pomeroy, Sr., and wife, Dorothy J. Pomeroy, hereinafter referred to as trustors, hereby transfer and convey unto G. Rhea Bucy. Trustee, his successors and assigns, the real estate hereinbefore described, together with all the improvements now or hereafter erected on the property and all the appurtenances, estate, title and interest thereto belonging, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the proeprty covered by this conveyance, 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 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 or their 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; to commit no waste; 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, the terms of this instrument or to 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 8 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, keep said premises insured, and commit no waste 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, or if trustors commit waste and fail to pay for waste so committed) 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 words "Trustors", "he", "his", "their", "holder", "maker", "owner" when used herein shall apply to parties both singular and plural and to either gender.

IN WITNESS WHEREOF the parties to this instrument have signed their names on this the 18th day of May, 1976.

Louise Burkitt
Louise Burkitt

A. J. Burkitt
A. J. Burkitt

L. H. Burkitt
L. H. Burkitt

Lucien H. Burkitt Executor
Lucien H. Burkitt, Executor
of the Estate of
Mary Elizabeth Burkitt

Joseph T. Pomeroy Sr.

Dorothy J. Pomeroy

D50815

IDENTIF. REFERENCE

MAY 25 2 04 PM '76

FELIX A. ... REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE]
]
COUNTY OF DAVIDSON]

Personally appeared before me, Elizabeth M Amos, a Notary Public in and for said County and State, Louise Burkitt, A. J. Burkitt, L. H. Burkitt and Lucien H. Burkitt, Executor of the Estate of Mary Elizabeth Burkitt, the within named 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, Tennessee, this 24th day of May, 1976.

Elizabeth M Amos, Notary Public

Commission Expires August 4, 1979.

STATE OF TENNESSEE]
]
COUNTY OF Rutherford]

Personally appeared before me, Peggy Lee, a Notary Public in and for said County and State, Joseph T. Pomeroy, Sr., and Dorothy J. Pomeroy, the within named 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 Smyrna Tennessee, this 18th day of May, 1976.

Peggy Lee, Notary Public

Commission Expires 3-14-77.