Mail To: Jack Simpkins Realty Co.
327 WEST MAIN
HENDERSONVILLE, TENN. 37075

BOOK 5128 PAGE 232

This Instrument Prepared by: CARL H. OLDHAM, ATTORNEY AT LAW
Hendersonville, Tennessee

INSTALLMENT DEED

FROM

ROWENA H. O'BRIEN

TO

JAMES W. MC WRIGHT, ET UX

For draftsman's use

This instrument was prepared by:
CARL H. OLDHAM
ATTORNEY AT LAW
Hendersonville, Tenn. 37075

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
JAMES W. MC WRIGHT (NAME)	Same (NAME)	8D30400
124-39th Ave. N. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	120.84 acres
Nashville Tenn 37205 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

MAR 28 9 07 AM '77

FEE REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE
COUNTY OF ~~SUMNER~~ Davidson

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 6850.00 James W. McWright
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 22 DAY OF March 19 77

Jack Simpkins
Notary Public

MY COMMISSION EXPIRES: 2-1-78

(AFFIX SEAL)

D 95631

FOR AND IN CONSIDERATION OF the sum of SIX THOUSAND EIGHT HUNDRED FIFTY ($6,850.00) DOLLARS

of which $ 2,350.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed a promissory note in the amount of Four Thousand Five Hundred Dollars ($4,500.00) with interest thereon at a rate of Eight and One Half Per Cent (8½%) payable in Thirty Six (36) monthly installments of One Hundred Forty Two Dollars and Six Cents ($142.06) each, the first payment due on the 1st day of May, 1977, and thereafter a payment of like amount until paid in full.

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed.

ROWENA H. O'BRIEN, UNMARRIED

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

JAMES W. MC WRIGHT AND WIFE, SHARON S. MC WRIGHT

herein called grantees, their heirs and assigns, certain real estate in ~~Sumner~~ Davidson County, Tennessee, as follows:

A tract of land in the Eighth Civil District of Davidson County, Tennessee and more particularly described as follows:

Beginning at a metal fence post on the east side of the existing Indian Creek Road, same being 249.79 feet along the east side of said road from the south property line of the Rowena O'Brien property, thence with said road N 5 degrees 47' E, 55.45 feet to a point, thence on a curve with a radius of 276.09 feet for a distance of 182.45 feet to a point, thence N 8 degrees 43' W, 12.10 feet to a metal post, thence leaving the existing road S 83 degrees 15' E, 595.36 feet to a metal post, thence S 3 degrees 49'E, 156.35 feet to a 24" Oak, thence S 9 degrees 06' W, 94.84 feet to a metal post, thence N 83 degrees 15' W, 600.08 feet to the point of beginning, containing 3.4 acres, more or less, according to a survey dated March 9, 1976 by Dewayne Caldwell. Included in this description by excluded from this conveyance is a right-of-way as set forth in Davidson County Project #8-BX dated 12/9/44 for a proposed new road.

Being part of the same property conveyed to Rowena H. O'Brien, unmarried, by deed from M. D. Holmes and wife, of record in Book 1854, Page 251, Register's Office for said County; and vested in her by decree of the Circuit Court of said County, a certified copy of which is of record in

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their heirs and assigns forever. We covenant that we are lawfully seised 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, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, 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 grantees herein do hereby transfer and convey unto CARL H. OLDHAM 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 grantees 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 $ 4,500.00 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 interest 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 grantees, 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 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 advise 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 the grantees herein, their heirs, 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the 22 day of March 19 77.

Rowena H. O'Brien
(ROWENA H. O'BRIEN)

James W. McWright
(JAMES W. MC WRIGHT)

Sharon S. McWright
(SHARON S. MC WRIGHT)

STATE OF TENNESSEE
COUNTY OF ~~SUMNER~~ Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named ROWENA H. O'BRIEN, JAMES W. MC WRIGHT AND WIFE, SHARON S. MC WRIGHT

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 ~~Hendersonville~~ Nashville Tennessee, this 22 day of March, 19 77

D. D. Simpkins, Notary Public

Commission expires 2-7-78

SIMPKINS NOTARY PUBLIC STATE AT LARGE STATE OF TENNESSEE

RECORDER'S MEMO: Legibility of Writing, Typing or Printing of This Document Unsatisfactory When Received.

MAR 28 77	CONV	*6,850.00			
MAR 28 77	MORT'G	*4,500.00			
MAR 28 77	S'TAX		B*	17.68	
MAR 28 77	S'TAX		B*		
MAR 28 77	PR'FEE		B*	.50	
MAR 28 77	W'DEED		B*	4.00 *	24.68

STATE OF TENNESSEE
COUNTY OF _____

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 purpose 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 _____.