PREPARED BY RUTHERFORD, CROCKETT AND GUENTHER Mail
306 Nashville City Bank Building, Nashville, TN 37201

Installment Deed

BOOK 5270 PAGE 664

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
JOSEPH N. WALLACE (NAME:)	SAME (NAME:)	Map 154
Route 1 (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par 22
Kingston Springs, Tn. (CITY) (P. O. ZONE) (STATE)	37082 (CITY) (ZONE) (STATE)	portion

FOR AND IN CONSIDERATION of the sum of Two Thousand Three Hundred Eighteen and 75/100 ($2,318.75) *Dollars, of which* One Hundred Eighteen and 75/100 ($118.75) *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Two Thousand Two Hundred and No/100 ($2,200.00) *Dollars,* JOSEPH N. WALLACE and wife SUE T. WALLACE *have* VE. *executed*

an installment deed note of even date providing the payment of payments of principal in the sum of $550.00 on May 1, 1978, and $1,650.00 on May 1, 1979, plus at each date interest at the rate of 8% per annum on the unpaid balance

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, NEAL W. CARTER and wife ANN R. CARTER

have this day bargained and sold, and do hereby transfer and convey unto the said JOSEPH N. WALLACE and wife, SUE T. WALLACE *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

A tract of land in the 9th Civil District of Davidson County, Tennessee, described according to a survey by Holmes-Barber & Associates, Inc., dated April 1, 1977, as follows:
BEGINNING on the Westerly margin of Griffith Road at the Northeast corner of the Green property; thence with Green's Northerly Line, south 81° 36' 08" West 460.07' to a point; thence North 12° 36' West 50.53' to a point; thence North 81° 36' 08" East 557.67' to the Westerly margin of Griffith Road; thence with the same South 16° 35' 55" East 50.53' to the point of beginning. Being a portion of the property conveyed to Neal W. Carter and wife, Ann R. Carter from Willie Ford Green by deed of record Book 5055 page 129 RODC.
AND A SECOND TRACT of land beginning at a point established by surveying from the point described in the beginning point in the above parcel on the Westerly edge of Griffith Road; thence North 16° 35' 55" West 50.53 feet; thence South 81° 36' 08" West 557.67' to a point; thence North 36° 26' west 182.41'. Having thusly established the beginning point of Tract 2, the Tract is described as follows: South 85° 10' 18" West 431.97' to a point in the Westerly margin of an existing gravel road; thence with the said road South 42° 35" East a distance (approximately 275 feet) to the Northwest corner of the property conveyed to the grantees herein in deed of record in Book 4989 page 154 RODC; thence with the Northerly border of said property belonging to the grantees, N 64° 12' E approximately 343' to a point; thence N 36° 26" W to the point of beginning a distance of approximately 115'. This tract contains an area approximately 1.527 acres. Being a portion of the property conveyed to Neal W. Carter and wife Ann R. Carter by deed from Willie Ford Green of record in Book 5055 page 129 RODC.
Together with a non-exclusive permanent easement or right of way over the existing private gravel road for the enjoyment of the said Joseph N. Wallace, et ux, his heirs, successors, and assigns, to pass with or without vehicles for ingress and egress to the land sold. Grantors have heretofore granted to others easements to use the existing roadway and grantor will in the future grant similar common easements to others. Grantors reserve to themselves, their heirs, executors, administrators, personal representatives, assigns, successors and permitees an easement across the land conveyed, the width of the existing roadway and further, the required width of the roadway which may be built in the future, the center line of which would be the center line of the existing roadway to meet the specifications necessary to dedicate the road as a public way. This easement shall be perpetual and shall run with the land. This conveyance is subject to all restrictions, easements, or other encumbrances which are matters of public record.

There shall be no temporary buildings or house trailers placed on this property. Any residence shall have a minimum of 1700 square feet of living space. Buildings will be placed on the property as if the center of the existing roadway were the center of a public dedicated roadway.

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STATE OF TENNESSEE }
COUNTY OF DAVIDSON } The actual consideration or value whichever is greater, for this transfer is $ 2,318.75

Subscribed and sworn to before me, this the 6 day of April 19 78

James P. Guenther
Affiant

My commission expires: 5-10-81 (Affix Seal)

Yvonne Hardy
Notary Public

This is unimproved (X) improved ( ) property, known as ..... (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 JOSEPH N. WALLACE ..... *(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.*

We *further covenant and bind* Our *heirs and representatives, to warrant and forever defend the title to said real estate to said* JOSEPH N. WALLACE and wife, SUE T. WALLACE, 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 JOSEPH N. WALLACE and wife, SUE T. WALLACE *hereinafter referred to as trustors, hereby transfer and convey unto* James P. Guenther, *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 $ No *, 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.*

APR-7 78 CONV *2,318.75
APR-7 78 MORT'G *2,200.00
APR-7 78 S'TAX B* 5.98
APR-7 78 S'TAX B* .20
APR-7 78 REG. FEE B* .50
B* 10.00

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, 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, said 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 Registers 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.

Witness our hand this 6th day of April 1978, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

Joseph N. Wallace
Sue T. Wallace

Neal W. Carter
Ann R. Carter

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, James P. Guenther, *a Notary Public in and for said County and State,* Joseph N. Wallace & Sue T. Wallace, and Neal W. Carter and Ann R. Carter

the within named bargainor, 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* 6 *day of* April, 1978

James P. Guenther *Notary Public*

Commission expires 8/1/79

FILED APR 7 10 38 AM 1978 REGISTER DAVIDSON CO. TENN.

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