Please Mail Back To
JOHN G. DOAK
2525 Lebanon Road
Nashville, Tenn. 37214

BOOK 5329 PAGE 379

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM

BAKER & FREEMAN, INC.

TO

RALPH GRANT, TRUSTEE

For draftsman's use

PREPARED BY:

John G. Doak, Attorney
2525 Lebanon Road
Nashville, Tennessee 37214

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Ralph Grant, Trustee (NAME)	SAME (NAME)	To be assigned KD
4223 Lebanon Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Hermitage, TN 37076 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

E 8479 99

IDENTIF. REFERENCE

(FOR REGISTER'S USE)

Aug 24 2 03 PM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 85,000.00 Ralph Grant, Trustee
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 15th DAY OF August, 19 78

Marie B. Cimino
Notary Public

MY COMMISSION EXPIRES: 6 February, 1982

(AFFIX SEAL)

NOTARY PUBLIC STATE OF TENNESSEE AT LARGE

FOR AND IN CONSIDERATION OF the sum of Eighty Five Thousand and no/100 ($85,000.00) DOLLARS,

of which $ 35,000.00 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 two installment deed notes of even date, payable to the order of Baker & Freeman, Inc., the first note being in the principal amount of $30,000.00, payable without interest on or before December 15, 1978, which shall encumber Tract II, the second note being in the principal amount of $20,000.00, payable together with interest at the rate of 9 1/2% per annum, payable as specified in said note, which note shall encumber Tract I. Said tracts hereinafter described.

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,

Baker & Freeman, Inc.

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

Ralph Grant, Trustee

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: Two tracts of land in the 4th Civil District of Davidson County, Tennessee, described by survey of John B. Rainey, dated July 21, 1978, as follows:

Tract I: A tract of 1.21 acres, more or less, begins at an iron pin at the intersection of the northerly right-of-way of Central Pike and the westerly right-of-way of the L & N Railroad; thence with the northerly margin of Central Pike N 72° 54' 50" west 100 feet to an iron pin; thence N 17° 05' 10" east 200 feet to an iron pin; thence N 42° 07' 23" east 161.21 feet to an iron pin; thence S 56° 54' 19" east with a fence 177.44 feet to an iron pin at a fence corner on the westerly right of-way line of the L & N Railroad; thence with said right-of-way line and a fence S 42° 07' 23" west 327.94 feet to the beginning.

Tract II: A tract of 3.91 acres beginning at an iron pin on the northerly side of Central Pike N 72° 54' 50" west 100 feet from the intersection of the northerly right-of-way of Central Pike and the westerly right-of-way line of the L & N Railroad; thence with the the margin of Central Pike N 72° 54' 50" west 415.39 feet to an iron pin on said margin and continuing with said margin N 69° 30' 53" west 78.10 feet to an iron pin in the center of an asphalt drive; thence N 10° east 34.77 feet to a P.K. nail in said Drive; thence N 46° 08' 32" east 463.04 feet to an iron pin in a fence; thence with said fence S 56° 54' 19" east 354.75 feet to an iron pin; thence S 42° 07' 23" west 161.21 feet to an iron pin; thence S 17° 05' 10" west 200 feet to the beginning.

BEING part of the same property conveyed to Baker & Freeman, Inc., by deed from J.R. Freeman, Trustee, with full powers of record in Book 4781, page 64, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved ( ) property, known as Central Pike, Hermitage, Tennessee 37076
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

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 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 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 John G. Doak 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 $ full insurable value 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 15th day of August 19 78.

BAKER & FREEMAN, INC.

BY: R E Baker

Ralph Grant, Trustee

RALPH GRANT, TRUSTEE

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Ralph Grant, Trustee

the 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 Nashville,

Tennessee, this 15th day of August, 19 78

Marie B. Cummings Notary Public

Commission expires 6 February, 1982

AUG24 78	CONV	85,000.00		
AUG24 78	MORT'G	50,000.00		
AUG24 78	S'TAX		B*	221.00
AUG24 78	S'TAX		B*	48.00
AUG24 78	FEE		B*	.50
AUG24 78	RECD	Baker	B*	4.00 * 273.50

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Baker, with whom I am personally acquainted, and who, upon oath, acknowledged him self to be President of the Baker & Freeman, Inc.,

the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by him self as President

Witness my hand and seal, at office in Nashville,

this 15 day of August, 19 78

Marie B. Cummings Notary Public

Commission expires 6 February, 1982