Installment Deed

Madison, TN 37115

BOOK 5370 PAGE 761

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
WILLIAM A. BARRY, ET UX	Same	Map 23
(NAME): 7852 Crockers Rd	(NAME):	Par 39.1
(STREET ADDRESS OR ROUTE NUMBER): Joelton, Tenn	(STREET ADDRESS):	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of ------THIRTY EIGHT THOUSAND FIVE HUNDRED AND 00/100----------($38,500.00)---------- *Dollars,*

of which ----------TWENTY THOUSAND AND 00/100---------- ----------($20,000.00)---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder -------EIGHTEEN THOUSAND FIVE HUNDRED AND 00/100----------($18,500.00)------ *Dollars,*

WILLIAM A. BARRY AND WIFE, THELMA D. BARRY

have executed

a promissory note of even date herewith payable to GLEN D. CLARK AND WIFE, DOROTHY D. CLARK, in monthly installments of $229.40 each, which payments include interest at the rate of 8½% per annum, for a total period of ten (10) years,

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,

GLEN D. CLARK AND WIFE, DOROTHY D. CLARK

have this day bargained and sold, and do hereby transfer and convey unto the said WILLIAM A. BARRY AND WIFE, THELMA D. BARRY

their *(successors), heirs and assigns,*

certain real estate in Davidson *County, Tennessee, as follows:*

Two tracts of land in the 10th Civil District of said County and State, as follows:

TRACT NO. 1: Described according to a survey made July 6, 1936, by Erle Drake, County Surveyor, as follows: Beginning at a point in the center of the old county road leading to Crocker Springs, the northeastern corner of a tract of land owned by Mrs. Hunter, formerly by Charlie Burns; thence with the center of said road, north 39¼° west 255 feet, north 32¼° west 300 feet, north 27½° west 250 feet, north 41° west 237 feet, north 55½° west 84 feet, north 21¼° west 100 feet, north 40½° west 150 feet and north 45½° west 388 feet to the northeast corner of a tract of land owned by Mrs. Annie O. Townes; thence with her line, south 27½° west, with an old stone fence, crossing a creek, 331 feet to an osage orange tree, south 22-3/4° east 174 feet, south 13½° east 624 feet to an oak on the ridge marked as a corner and south 30° west 400 feet to a stake, said Mrs. Townes' southeast corner, being also J. A. Owens' northwest corner; thence withhis line, north 76° east 67 feet, south 79½° east 113 feet, south 63½° east 100 feet to an oak, south 70° east 163 feet to an oak, south 88° east 200 feet, south 76½° east 151 feet to a post and south 63° east 155 feet to a hickory, said J. A. Owens' northeast corner, being also Mrs.

(continued)

STATE OF TENNESSEE
COUNTY OF

The actual consideration or value whichever is greater, for this transfer, is $ 38,500.00

Subscribed and sworn to before me, this the 15th day of December November 1978

Affiant

My commission expires: 7-25-81

(Affix Seal)

Notary Public

Hunter's northwest corner; thence with her line, north 61½° east 257 feet to a walnut and north 40½° east 128 feet to the beginning, containing 22.50 acres, more or less.

TRACT NO. 2: Being located on the east side of Old Clay Lick Road, described as follows: Beginning at a point in the center of the Old Clay Lick Road, said point being M. E. Link's southwest, and W. T. Hunter's northwest corner; thence with W. T. Hunter's north boundary line, north 40½ east 8 poles to the center of Clay Lick Creek; thence in a northwestern direction with the center of said Creek, and its meanders thereof, 72 poles and 22 links to the center of the Old Clay Lick Road, in Elmer B. Jones and wife's line where it crosses said Creek; thence with the center of the Old Clay Lick Road, which is the east boundary line of the property conveyed to Elmer B. Jones and wife, Dorothy Wright Jones, by Mary Beeles, as shown by deed of record in Book 1012, page 286, in the Register's Office of Davidson County, Tennessee, 63 poles and 18 links to the beginning, containing 4 acres, more or less.

BEING the same property conveyed to Glen D. Clark and wife, Dorothy D. Clark, by deed from Dorothy Wright Jones, a widow, of record in Book 4150, page 101, Register's Office for Davidson County, Tennessee.

INCLUDED in the above description but EXLUDED from this conveyance is a portion of said premises having been condemned by the State of Tennessee pursuant to Judgment of record in Book 4519, page 511, said Register's Office, and described as follows: Beginning at a point in Delery D. Sivils' east boundary line at M. E. Links southwest corner; thence with Links southwest boundary southeastwardly 680 feet, more or less, to a point in Lick Creek; thence with the center of said Creek southeastwardly 1130 feet to a point in W. T. Hunter's northwest boundary line; thence with said line southwestwardly 210 feet, more or less, to a point which is 50 feet southwest of the centerline of a frontage road; thence north 16 degrees west 232 feet, more or less, to the beginning of a curved line to the left which is at all points 50 feet southwest of the said centerline of said frontage road; thence with said curved line northwestward 1335 feet, more or less, to the end of said curved line and being 230

(continued)

unimproved ( )
This is 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 William A. Barry and wife, Thelma D. Barry *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.*

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* William A. Barry and wife, Thelma D. Barry, 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 WILLIAM A. BARRY AND WIFE, THELMA D. BARRY *hereinafter referred to as trustors, hereby transfer and convey unto* Homer R. Ayers, *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 $ insurable*, 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.*

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, 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

feet southwest of the centerline of proposed I-24; thence north 59 degrees 40 minutes 26 seconds west 166 feet, more or less, to Sivils east boundary line; thence with said line northeastwardly 250 feet, more or less, to the point of beginning, and containing 7.03 acres, more or less.

The above described property is condemned in fee simple to be used for the construction of a controlled access highway and all right of ingress and egress to, from and across the same and to and from abutting lands is condemned.

However, the said Glen D. Clark and wife, Dorothy D. Clark, will have right of access to the frontage road to be constructed along the southwesterly margin of the above described property; and said right of access is hereby conveyed to the Grantees herein.

Also INCLUDED in the above description but EXCLUDED from this conveyance is a portion of said premises having been conveyed to Frankie E. Loyd and wife, Ethel C. Loyd, by deed from Glen D. Clark and wife, Dorothy D. Clark, of record in Book 4941, page 846, said Register's Office and described as follows:
A tract of land in the 10th Civil District of Davidson County, Tennessee, being a portion of the Glen D. Clark property, and more particularly described according to a survey by Don Shanklin Engineering, Old Hickory, Tennessee, June 20, 1971, as follows:
BEGINNING at a point in the westerly margin of a right-of-way, and corner with the Hunter property; thence following the margin of said right-of-way North 19° 36' W 106.97 feet to a point; thence South 39° 31' West 58.76 feet to a point; thence with the remaining Clark property, following the Clark boundary line in two (2) calls as follows: North 38° 34' West 440.64 feet to a point and South 14° 12' West 490.00 feet to a point in the Brown property; thence South 69° 46' East 147.19 feet to a point; thence South 55° 45' East 319.40 feet to the point of beginning, and containing 3.02 acres, more or less.

DEC-4 [illegible] B* 100.10 * 125.10

Dec 4 78 CO 38,500.00

Dec 4 78 MTD 18,500.00

Dec 4 78 ST B* 100.10

Dec 4 78 ST B* 16.50

Dec 4 78 PF B* 50

Dec 4 78 WD B* 8.00 *125.1

F. 0. 3. 1. 7. 6.

IDENTIF. REFERENCE

DEC 4 2 19 PM '78

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

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, and 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 Register's Office for 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, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 1st *day of* ~~November~~ Dec., 1978.

THIS INSTRUMENT WAS PREPARED BY: Homer R. Ayers, Attorney
223 Madison Street
Madison, Tennessee 37115

Glen D Clark
Dorothy D Clark
William A Barry
Thelma D. Barry

STATE OF TENNESSEE }
COUNTY OF }

Personally appeared before me, the undersigned *, a Notary Public in and for said County and State,* GLEN D. CLARK AND WIFE, DOROTHY D. CLARK; and WILLIAM A. BARRY AND WIFE, THELMA D. BARRY

*the within named bargainor*s*, 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 Goodlettsville, Tenn. *this* 1st *day of* ~~November~~ Dec. *, 19* 78

D D Garrett
Notary Public

Commission expires 7-18-80

GARRETT, J. D.
NOTARY PUBLIC
TENNESSEE
STATE AT LARGE