This Instrument Prepared By: RONALD W. KILGORE, Attorney at Law,

4-12-79 52.90 check

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM
JOHN EDWARD GREENE and wife,
HELEN RYAN GREENE

TO WILLIAM L. WOODARD and wife,
AGNES G. WOODARD

For draftsman's use

BOOK 5420 PAGE 238

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
WILLIAM L. WOODARD, et ux (NAME)	WILLIAM L. WOODARD (NAME)	40-97
154 Whites Creek (STREET ADDRESS OR ROUTE NUMBER)	P. O. Box 154 (STREET ADDRESS)	12D-82980
Whites Creek, TN (CITY) (STATE) (P. O. ZIP)	Whites Creek, TN (CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

E 2378 4

IDENTIFICATION REFERENCE

APR 12 10 50 AM '79

FILED & RECORDED IN REGISTER'S OFFICE DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 14,000.00 Martin L Greene
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 12th DAY OF April 1979

Notary Public

~~MY COMMISSION EXPIRES~~: May 1979
~~(AFFIX SEAL)~~

FOR AND IN CONSIDERATION OF the sum of FOURTEEN THOUSAND ($14,000.00) DOLLARS

of which $ -0- has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees hereby agree to pay Two Hundred Twelve and 44/100 ($212.44) dollars per month for 96 months, to be applied first to the payment of interest at the rate of Ten (10%) percent per annum, the balance to be applied to the payment of the principal until grantees have paid the full purchase price above stated. Grantees further agree to pay the costs of closing, including title insurance costs, and for the recording of this installment deed and note, including liens for taxes and mortgage tax. Taxes for the calendar year 1979 are to be the responsibility of grantees,

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.

JOHN EDWARD GREENE and wife, HELEN RYAN GREENE,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto WILLIAM L. WOODARD and wife, AGNES G. WOODARD,

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

Land in the Second Councilmanic District of Davidson County, Tennessee, shown as Tract No. 2 on a survey dated 10/14/75 by Southern Land & Associates, Inc., as follows:

Beginning at a point on the southerly margin of Knight Drive, said point being the northeasterly corner of the Hughes property of record in Book 4532, page 530, Register's Office of Davidson County, Tennessee; thence along Hughes west line south 2° 30' 31" west 877.13 feet to a point; thence north 77° 59' 29" west 172.37 feet to a point in the easterly line of Tract No. 111 on said survey; thence with the same north 2° 30' 31" east 909.13 feet to a point in the southerly margin of Knight Drive; thence with the same south 61° 50' 38" east 180.61 feet to the point of beginning.

Being the same property conveyed to John Edward Greene and wife, Helen Ryan Greene, by deed from Fred D. Jones, Jr., Bobby W. Jones and wife, Barbara Jones, of record in Book 5409, page 851, Register's Office of Davidson County, Tennessee.

unimproved ( )
This is improved ( ) property, known as _____ (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 RONALD W. KILGORE, 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 $ 14,000.00 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 6th day of April, 19 79.

William L. Woodard
WILLIAM L. WOODARD

John E. Greene
JOHN EDWARD GREENE

Agnes G. Woodard
AGNES G. WOODARD

John Edward Greene
Helen Ryan Greene
HELEN RYAN GREENE

STATE OF ~~TENNESSEE~~ HAWAII }
COUNTY OF ~~DAVIDSON~~ Honolulu }

Personally appeared before me, Margaret S. Ishihiro, a Notary Public in and for said County and State, the within named JOHN EDWARD GREENE and HELEN RYAN GREENE

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 Honolulu ~~Tennessee~~, Hawaii, this 6th day of April, 1979.

NOTARY PUBLIC STATE OF HAWAII

Margaret S. Ishihiro, Notary Public.

Commission expires 3/29/81

NOTARY PUBLIC, FIRST JUDICIAL CIRCUIT
STATE OF HAWAII
MY COMMISSION EXPIRES MARCH 29, 1981.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Patricia J. Dorris, a Notary Public of the State and County aforesaid, personally appeared WILLIAM L. WOODARD and AGNES G. WOODARD, with whom I am personally acquainted, the within named bargainors, and that they executed the foregoing instrument for the purpose therein contained.

Witness my hand and seal, at office in Nashville, Tennessee, this 12th day of April, 1979.

PATRICIA J. DORRIS NOTARY PUBLIC DAVIDSON COUNTY, TENN.

, Notary Public.

Commission expires My Commission Expires Apr. 18, 1982

4/18/82

OFFICIAL RECEIPT

FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF BOOK 5420 PAGE 240

FOR

CO - CONVEYANCE	CC - CERTIFIED COPY		MS - MISCELLANEOUS	
MO - MORTGAGE	MR - RELEASE		ST - STATE TAX CONVEY.	
WD - WARRANTY DEED	UC - UNIFORM COMMERCIAL CODE		ST - STATE TAX MORT.	
TD - TRUST & DEED			PF - PROBATE FEES	
DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
		14000.00-	CO	
		14000.00-	MO	
			36.40	CO TX
			12.00	MO TX
			.50	PRFEE
			4.00	WDEED
			CHECK	52.90-
				.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 237 84

IDENTIF. REFERENCE

APR 12 10 50 AM '79

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

No. 67603