BOOK 553 PAGE 899

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD - 4

FROM

JACK R. UNDERWOOD et ux

MARY JO UNDERWOOD

TO

JAMES R. RYAN et ux

For draftsman's use

This instrument was prepared by:

Robertson, Stinnett & Coss,
Attys., P.C.
Ashland City, Tennessee 37015

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James R. Ryan (NAME)	Same (NAME)	112
7416 Stacy Dr (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	99
Nashville Tenn. 37221 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	9D 14963

(FOR REGISTER'S USE)

IDENTIFICATION REFERENCE

APR 25 10 42 AM '80

REGISTER'S OFFICE DAVIDSON COUNTY, TENN.

F 86660

STATE OF TENNESSEE }
COUNTY OF ~~DAVIDSON~~ } CHEATHAM

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

$16,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 19th DAY OF August, 1972.

Notary Public

MY COMMISSION EXPIRES: 11/1/72

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of --------Sixteen Thousand & No/100----------
----------($16,000.00)----------DOLLARS

of which $ 3,200.00 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 their joint promissory lien note of even date herewith, payable to the order of Jack R. Underwood and wife, Mary Jo Underwood, in the original principal sum of $12,800.00 payable monthly installments as follows: On the 19th day of September, 1972, the sum of $155.31 and thereafter alike amount on the 19th day of each succeeding month with the final payment due August 19, 1982. Said payments include interest at the rate of 8% per annum.

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,

we, Jack R. Underwood and wife, Mary Jo Underwood

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

James R. Ryan and wife, Star Walker Ryan

herein called grantees, their heirs and assigns, certain real estate in the 12th Civil District of Cheatham ~~Davidson~~ County, Tennessee, as follows:

TRACT No. 1: BEGINNING at a beech tree, the NE corner of this tract; thence N 36° 30' W 98 poles, more or less, to a point in the center of Turners Creek, an inner corner of J. W. Hunter's two tracts; thence with J. W. Hunter's small tract S 25° E 17.5 poles to a point in the center of the Sears Road, same being the NW corner of H. B. Lavender's 2-acre tract; thence, with said Road and Lavender's line, as follows: S 65° E 28 poles; S 28° E 9.25 poles to a point in Road and Weil & Co.'s North line; thence with Weil & Co.'s North line, S 86° 30' E 59 poles, more or less, to a stake in the west line of the Jim Mays' tract; thence with said tract, N 3° E 33 poles to the point of beginning, containing 16.3 acres, according to survey of S. H. Hutchison, dated April 15, 1960. There is included in the above description, but expressly excluded herefrom, a one-acre tract in the southeast corner of this tract, owned by Will Newsom's heirs.

BEING the same property conveyed to Jack R. Underwood and wife, by deed from Jasper Newsom, Jr., et al., of record in Book 121, page 126, Register's Office for Cheatham County, Tennessee.

TRACT No. 2: BEGINNING at a stake with black oak pointers; thence N 24-1/2 poles to a stake with hickory pointers; thence W 14 poles to a black oak; thence S

(CONTINUED ON ATTACHED SHEET)

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

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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 Neil Robertson 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 $ _____ 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 Cheatham 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.

Cheatham

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 Cheatham 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 19th day of August 1972.

Jack R. Underwood — James R. Ryan,
Mary Jo Underwood — Star Walker Ryan

STATE OF TENNESSEE }
COUNTY OF ~~XXXXXX~~ } CHEAHTAM

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Jack R. Underwood and wife, Mary Jo Underwood and James R. Ryan and wife, Star Walker Ryan 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 Ashland City Tennessee, this 19th day of August, 1972.

James R. Stewart, Jr., Notary Public.

Commission expires 11/1/72

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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 _____

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Continuation of Description - Installment Deed -
Jack R. Underwood et ux to James R. Ryan et ux

24-1/2 poles to a stone; thence S 78° E 16 poles, to the beginning, containing 2.1 acres, more or less, and being the same tract of land which was included in the description of Tract No. 1 above, but expressly excluded from the Deed of record in Book 121, page 126, said Register's Office.

BEING the same property conveyed to Jack R. Underwood and wife, Mary Jo Underwood by deed from Jasper Newsom, Jr., and Will Mays, of record in Book 131, page 41, Register's Office for Cheatham County, Tennessee.

Grantees assume payment of 1972 taxes, which have been prorated.

STATE OF TENNESSEE }
CHEATHAM COUNTY: }

Office of the Register 8-19, 1972

I, BETTY J. ROSS, Cheatham County Register do hereby certify that the foregoing instrument and certificate was received in my office at 11:00 o'clock A.M., on 8-19, 1972; entered in Book Book G, Page 218, and recorded in Book No. 160, Page 262. The following amounts were paid under Receipt No. 3700.

STATE TAX DEEDS: $ 41.60
STATE TAX MTGS: $ 10.80
PRIVILEGE TAX: $ 1.00
RECORDING FEE: $ 6.00
TOTAL: $ 59.40

Betty J. Ross Register