MAP 114 - Par 29 Is

INSTALLMENT DEED

BOOK 5823 PG 614

For and in Consideration of the sum of FIFTY TWO THOUSAND TWO HUNDRED AND NO/100---- ----------($52,200.00)----------Dollars, of which TEN THOUSAND AND NO/100 ($10,000.00)----------Dollars, has been paid in cash by Ralph E. Young, the receipt of which is hereby acknowledged, and for the remainder FORTY-TWO THOUSAND TWO HUNDRED AND NO/100 ($42,200.00)---------- Dollars, the said Ralph E. Young has executed his promissory note of even date herewith in the principal amount of $42,200.00 payable to Sandra Kay Gregory, Conservator for Carol Joan Greer, in semi-annual installments of $2,110.00 each, plus interest at the rate of 12½% per annum, commencing on May 15, 1982, and continuing on the 15th day of November and May of each year, for a total of 20 installments.

all of said notes bearing six per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, I, Sandra Kay Gregory, Conservator for Carol Joan Greer, ----------

have this day bargained and sold, and do hereby transfer and convey unto the said Ralph E. Young, his ----------heirs and assigns,

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

BEGINNING at an iron pin and a corner fencepost on the south side of Sullivan Hollow Road (said point being in the original east line of the Greer property and the N.W. corner of the Fisk property as recorded in Book 4217, page 245 and Book 3462, page 40, Register's Office for Davidson County, Tennessee. Thence leaving the road and generally with an old established fence line S 25° 30' E. 1761.00 feet to an iron stake and red oak tree pointer (a point in Fisher north line), thence with a fence S 79° 38' W. 767.54 feet to an iron pin in old red oak tree stump roots (the S.W. corner of this tract and the N.E. corner of the Becker Tract), thence with an old fence line N 40° 37' W. 80.67 feet to an iron pin, thence N 39° 28' W. 176.47 feet to an iron pin, thence N. 25° 44' W. 239.43 feet to an iron pin, thence N. 48° 39' W. 162.27 feet to an iron pin, thence S. 81° 55' W. 107.93 feet to an iron pin by a large red oak tree snag, thence S. 69° 20' W. 136.40 feet to an iron pin (Beckers N.W. corner), thence S 72° 00' W. 110.00 feet to an iron pin and a 14" sassafras tree in fence line, thence S. 54° 00' W. 272.00 feet to an iron pin and corner fence post same being the S. W. corner of this tract and the S. E. corner of the Morrissey tract, thence with Morrissey east line and a fence N. 1° 00' E. 940.00 feet to an iron pin and 30" elm tree, thence S. 84° 00' E. 347.00 feet to an iron pin, thence N. 27° 00' W. (passing the center of Sullivan Hollow Road at 368.00 feet) for a total distance of 1452.00 feet to a concrete post marker and corner of Morrissey, thence N. 74° 57' W. (fence is not on line for the next two calls as the established fence line is on Morrissey property) 324.63 feet to an iron pin, thence N 30° 00' W. 402.00 feet to an iron pin and a 20" hickory tree in fence line, thence with the fence N. 49° 30' E. 528.00 feet to an iron pin and a 10" hickory tree, thence N 82° 00' E. 264.00 feet to an iron pin, thence N 86° 00' E. 135.00 feet to an iron pin and a corner fence post, thence S. 25° 00' E. (leaving the fence at 773.00 feet) for a total distance of 803.00 feet to an iron pin and a 4" hickory tree, thence S. 71° 41' E. and again joining the fence line 284.43 feet to an iron pin at apex of fence corner, thence S. 25° 30' E. (with fence line) 828.00 feet (again crossing Sullivan Hollow Road) to an iron pin (CONTINUED ON LAST PAGE)

This is improved (XX) unimproved property, known as ---------- (House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Ralph E. Young, his heirs and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

I further covenant and bind myself, my successors~~xxxxx~~heirs and representatives, to warrant and forever defend the title to said real estate to said Ralph E. Young, his 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 me in hand paid, I, the said Ralph E. Young,

do hereby transfer and convey unto Raymond G. Prince, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

I, the said Ralph E. Young 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 $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 interst may appear.

I 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 I 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 I, the said Ralph E. Young 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 I 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; I 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 trust conveyance. I 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. I 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 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 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 Ralph E. Young 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 Raymond G. Prince, Trustee, shall be vested in said successor.

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 Sandra Kay Gregory, Conservator for Carol Joan Greer and Ralph E. Young hereunto set our hands at Hendersonville, Tennessee, this the 12th day of November 1981

Sandra Kay Gregory, Conservator
for Carol Joan Greer

Ralph E Young

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Patricia A Norman, a Notary Public in and for said County and State, the within named Sandra Kay Gregory and Ralph E. Young

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 Hendersonville Tennessee, this 12th day of November, 1981.

Patricia A Norman, Notary Public

Commission Expires 4/12/83

STATE OF _____
_____ County.

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the bargainor____, with whom I am personally acquainted, and who acknowledged that _____ executed the within instrument for the purposes therein contained.

Witness my hand and official seal at _____ this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BOOK 5823 PAGE 617

Before me, , a Notary Public of the State and

County aforesaid, personally appeared ,

with whom I 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 .

(over for additional acknowledgements)

(CONTINUATION OF PROPERTY DESCRIPTION)
and corner fence post the point of beginning, containing 71.95 acres, more or less, according to an unrecorded survey by Donald Carver dated November 8, 1981.

Being the same property conveyed to Carol Joan Greer by deed from W. C. DeMoss of record in Book 2646, page 232, Register's Office for Davidson County, Tennessee.

69838

NOV 30 2 56 PM '81

REGISTER
DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM
SANDRA KAY GREGORY, CONSERVATOR

TO
FOR CAROL JOAN GREER

RALPH E. YOUNG

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

YORLEY CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
RALPH E. YOUNG (NAME)	SAME (NAME)	
2541 Blair Blvd. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nash, Tn 37212 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

Mail

RAYMOND G. PRINCE, ATTORNEY
315 WEST MAIN ST., SUITE 20
P. O. BOX 1405
HENDERSONVILLE, TN 37075

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

$ 52,200.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 12th DAY OF November, 1981

Notary Public

MY COMMISSION EXPIRES: 4/17/83

(AFFIX SEAL)

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

RECEIVED OF ~~BOOK 5823 PAGE 618~~

FOR

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			52200.00- CO	
			42200.00- MO	
			135.72 CO TX	
			40.20 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK 183.42-	
0276A	11/30/81		BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G69838

IDENTIFICATION REFERENCE

Nov 30 2 56 PM '81

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

No. 855297