expenses of such appearance or proceedings, together with a reasonable attorney's fee shall be allowed and t

Prepared by
Chas. F. McNeatly
3227 Nolensville Rd
Nashville 37211

Installment Deed

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302

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
June S. Marshall	Same	
(NAME) 200 Paragon Mills Rd. APT. G-13	(NAME) Same	174 pcn 9
(STREET ADDRESS OR ROUTE NUMBER) Nashville, TN 37211	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

7 14 67 80

CHECK

FOR AND IN CONSIDERATION of the sum of Eighteen Thousand and No/100----------

----------($18,000.00)---------- *Dollars,*

of which Four Thousand Five Hundred and No/100 ----------

----------($4,500.00)------ *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Thirteen Thousand Five Hundred

and No/100----------($13,500.00)---------- *Dollars,*

the said June S. Marshall

ha S *executed*

her promissory note in said amount payable in five (5) equal annual payments of $2,700.00 per year, plus interest at the rate of ten (10%) percent on the unpaid principal of each paying anniversary. The first payment shall be December 1, 1982, and on each succeeding December 1st of each succeeding year, until the principal and interest have been paid.

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,

we, W. H. Wisener and wife, Peggy P. Wisener

have this day bargained and sold, and do hereby transfer and convey unto the said June S. Marshall

her *(successors), heirs and assigns,*

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

LAND in the 5th Civil District of Davidson County, Tennessee, being Tract No. 16 on the survey of the James William and Martha Wisener Farm described according to a survey by Barry Greer & Associates, dated April 8, 1979, as follows:

BEGINNING at a point in the north margin of Old Franklin Road, said point being 760.1 feet in a westerly direction along the north margin of Old Franklin Road from the southeast corner of a tract of land conveyed to Claude G. Wayman and wife, by deed of record in Book 3183, Page 209 Register's Office for Davidson County, Tennessee; thence with the west line of Tract No. 17 north 8 deg. 5' east 836.62 feet to a point in the south margin of Cane Ridge Road, said point being the northwest corner of Tract No. 17; thence with said south margin of Cane Ridge Road north 62 deg. 35' west 26.0 feet to a point; thence continuing with said south margin of Cane Ridge Road and with a curve having a radius of 2855.55 feet in a northwesterly direction 402.86 feet to a point, said point being the northwest corner of Tract No. 14; thence with a segment of the east line of Tract No 14 south 8 deg. 05' west 320.0 feet to a point, said point being the northwest corner of Tract No. 15; thence with the north line of Tract No. 15 south 81 deg. 55' east 210.0 feet to a point, said point being

(LEGAL DESCRIPTION CONTINUED ON REVERSE SIDE)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 18,000.00

Subscribed and sworn to before me, this the 12 day of December, 19 81

My commission expires: 9-24-1984 (Affix Seal)

Peggy P. Wisener
Affiant

Notary Public

expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed and be payable

LEGAL DESCRIPTION CONTINUED: BOOK 5830 PAGE 381

the northeast corner of Tract No. 15; thence with the east line of Tract No. 15 south 8 deg. 05' west 698.49 feet to a point in the north margin of Old Franklin Road, said point being the southeast corner of Tract No. 15; thence with said north margin of Old Franklin Road and with a curve having a radius of 930.00 feet in an easterly direction 184.9 feet to the point of beginning, containing 5.0 acres more or less according to said survey.

BEING the same property conveyed to W. H. Wisener and wife, Peggy P. Wisener, by deed from Martha Ann Wisener, a widow, of record in Book 5446, Page 650, Register's Office, Davidson County, Tennessee.

unimproved (X)
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 June S. Marshall, her *(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 and our *heirs and representatives, to warrant and forever defend the title to said real estate to said* June S. Marshall, Her *(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 ..... hereinafter referred to as trustors, hereby transfer and convey unto Charles C. Morrow, *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 $....., 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

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.

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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 Davidson 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 12 *day of* Dec, *19* 81.

W. H. Wisener
W. H. Wisener

Peggy P. Wisener
Peggy P. Wisener

June S. Marshall
June S. Marshall

RUSH

FILED FOR RECORD AND REGISTERED IN DAVIDSON COUNTY, TENN.
DEC 14 12 18 PM '81
IDENTIFICATION REFERENCE
G 71979

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* W. H. Wisener and wife, Peggy P. Wisener and June S. Marshall

*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 Nashville, *Tennessee, this* 12 *day of* December, 1981.

NOTARY PUBLIC STATE OF TENNESSEE AT LARGE

Notary Public

Commission expires 9-24-1984

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5830 PAGE 383

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
			18000.00- CO	
			13500.00- MO	
			46.80 CO TX	
			11.50 MO TX	
			.50 PRFEE	
			9.00 WDEED	
			CHECK 67.80-	
3027A	12/14/81		BAL : .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 71979

IDENTIF. REFERENCE

DEC 14 12 12 PM '81

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

No. 857952