Installment Deed

This instrument was prepared by: Frank Newman, Atty., Donelson, Tenn.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
M/M Ralph L. Ulmer	same	Map 85
(NAME:) 322 Jacksonian Drive	(NAME:)	Par 23 & 24
(STREET ADDRESS OR ROUTE NUMBER) Hermitage, Tenn. 37076	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of $27,590.00 BOOK 5955 PAGE 11

Twenty-seven Thousand Five Hundred Ninety-seven and no/100-------- *Dollars,*

of which $7,590.00

Seven Thousand Five Hundred Ninty and no/100 — *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder

Dollars,

Ralph L. Ulmer and wife, Marion W. Ulmer, *have executed* their joint promissory note in the original principal sum of Twenty Thousand Dollars (20,000.00) payable to the order of Rose S. Hagar in 96 monthly installments of Three Hundred Three and forty-nine/100 Dollars ($303.49) each beginning on the 25th day of November, 1982 and a like amount on the same day of each succeeding month until paid in full, each installment including principal and interest on the unpaid balance at the rate of 10% per anum

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, I, Rose S. Hagar

have this day bargained and sold, and do hereby transfer and convey unto the said

Ralph L. Ulmer and wife, Marion W. Ulmer, their

(successors), heirs and assigns,

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

Two tracts of land in the 4th Civil District of DAvidson County, Tennessee described according to a survey thereof by Cummings and Associates, Surveyors, dated 10-1-82, as follows:

TRACT I: Beginning at a point on the northeasterly bank of the Stones River, where said River intersects with the northwesterly boundary line of the right-of-way of the Louisville and Nashville Railroad (formerly the Tennessee Central Railroad) and thence down river with said bank N.52° 37' 26"W., 194.04 feet; thence N.22° 08' 12"W., 253.67 feet; thence N.00° 35' 04"E., 196.97 feet; thence N.04° 22' 53"E., 273.31 feet; thence N.13° 59' 40"E., 349.81 feet; thence N.41° 45' 02"E., 314.51 feet; thence leaving said bank of said River S.87° 00' 00"E., 1,098.38 feet to the northwesterly margin of the right-of-way of the Louisville and Nashville Railroad; thence with said right-of-way S.61° 00' 00"W., 209.42 feet; thence with a slight curve in said right-of-way (radius 1,495.9638 feet) 777.693 feet; thence with said right-of-way S.31° 12' 51"W., 823.35 feet to the beginning and containing 19.50 acres, more or less.

TRACT II: Beginning at a bench mark at the northeast corner of a stone pier and in the northwesterly line of Brandau Road (formerly the N.C. & St.L. Railway right-of-way) and thence S.,54° 47' 31"E., 24.94 feet to a monument; thence S.43° 31' 31"E., 79.49 feet to a point in the

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $27,590.00

Subscribed and sworn to before me, this the 25 TH day of October 1982

Affiant

My commission expires: 4-17-83

(Affix Seal)

Notary Public

southeasterly margin of said Road at its intersection with the southerly margin of Hoggatt's Ferry Road; thence with said margin of Hoggatt's Ferry Road S.70° 55' 09"E., 158.9 feet; thence with a curve in said margin (radius 181.397 feet) 190.011 feet; thence N.49° 03' 51"E., 31.65 feet; thence with a curve in said margin (radius 159.06 feet) 171.378 feet; thence S.69° 12' 11"E., 53.38 feet; thence leaving said margin of said road, with a fence line S.03° 57' 39"W., 355.0 feet to the Stones River; thence down said river N.79° 32' 19"W., 315.91 feet; thence N.73° 24' 50"W., 148.8 feet; thence N.69° 20' 36"W., 286.77 feet; thence N.69° 53' 29"W., 153.42 feet; thence N.70° 38' 23"W., 314.52 feet; thence N.64° 27' 36"W., 223.86 feet to a point in the southeasterly margin of the L. & N. Railroad right-of-way; thence with said right-of-way N.31° 12' 51"E., 250.75 feet to a point; thence S.67° 37' 21"E., 671.59 feet to the beginning and containing 8.09 acres, more or less.

Being part of the same property passing by the Will of J. H. Hagar of record in Will Book 60, page 87 in the Office of the Probate Court of Davidson County, Tennessee to Ira Brent Hagar and passing by inheritance from Ira Brent Hagar to his only heir, his wife, Rose S. Hagar.

Included in this conveyance is the right of ingress and egress from Tract II to Tract I beneath the track and bridge of the Louisville and Nashville Railway.

This is unimproved (X) improved ( ) property, known as Brandau Road (House Number) (Street) Hermitage, Tenn. 37076 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 Ralph L. Ulmer and wife, Marion W. Ulmer, their *(successors), heirs and assigns forever.* I do *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 *heirs and representatives, to warrant and forever defend the title to said real estate to said* Ralph L. Ulmer and wife, Marion W. Ulmer, 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 Ralph L. Ulmer and wife Marion W. Ulmer *hereinafter referred to as trustors, hereby transfer and convey unto* Frank M. Newman, *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.

BOOK 5955 PAGE 13

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 25th *day of* October *19* 82

H 142222

IDENTIF. REFERENCE

OCT 26 12 48 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

RUSH

Rose S. Hagar

Ralph L Ulmer

Marion W. Ulmer

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned *a Notary Public in and for said County and State,* Ralph L. Ulmer and wife, Marion W. Ulmer, and Rose S. Hagar

*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 Donelson *Tennessee, this* 25th *day of* October *19* 82

Harry F Burrell *Notary Public*

Commission expires 4-17-83

10/26

6069

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

RECEIVED OF BOOK 5955 PAGE 14

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
			27590.00- CO	
			20000.00- MO	
			71.76 CO TX	
			18.00 MO TX	
			.50 PRFEE	
			9.00 WDEED	
			CHECK	99.26-
			6069A10/26/82 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H I 4 2 2 2

IDENTIF. REFERENCE

OCT 26 12 48 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 906668