STATE OF TENNESSEE, WILLIAMSON COUNTY

BOOK 6436 PAGE 457

I, Jimmy Dee Bennett, Jr., Register For Williamson County, Tennessee hereby certify that the foregoing is a true and correct copy of the Installment Deed

From Annie C. Fly

To Charles Willard Fann, et ux

As same appears of record in my office in book number 102, page 209, witness my hand and official seal at office this 30th day of Nov, 19 84

J. Bennett Jr.

Register of Williamson County

By Ruth B. Bennett

Deputy Register

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Annie C.Fly :
:
To: Installment Deed :
:
Charles Willard Fann, ettux., :

For and in Consideration of the sum ofFive Thousand ($5000.00) Dollars of which Two Thousand ($2000.00) Dollars, has been paid in cash by Charles Willard Fann and wife,Sarah Byrd Fann, the receipt of which is hereby acknowledged, and for the remainder Three Thousand ($3000.00) Dollars the said Charles WillardFann and wife,Sarah Byrd Fann, have executed their promissory note in the amount of Three Thousand Dollars ($3000.00) to be paid in monthly installments of Forty Eight Dollars and Seven Cents ($48.07) , said installments including interest at six per cent (6%) as follows: On the 12 day of April 1956, the sum of $48.07 and thereafter seventy-four (74) monthly installments each for like amount,payable on the 12day of each month, 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,Annie C.Fly have this day bargained and sold, and do hereby transfer and convey unto the said Charles Willard Fann and wife,Sarah Byrd Fann, their heirs and assigns, certain real estate in Williamson County,Tennessee, as follows:

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The entire debt herein secured having been paid in full to the lawful owner and holder thereof, hereby release the lien on the within described property, held to secure the payment of said debt.

This ____ day of ____, 19__

HARPETH NATIONAL BANK

By: _____

Asst. Cashier

A tract of land in the 17th Civil District of Williamson (formerly partly in the 5th more formerly 6th Districts of Davidson) County, Tennessee, and being lot No. 2 in the partition of the Guthrie Land, a plan of which is of record in Minute Book "CC" page 106, Circuit Court for Davidson County, Tennessee, and described according to a processioning survey made by W.Z.Hitt, Surveyor, January 8, 1893, and recorded in book 161, page 31,Register's Office for davidson County Tennessee as follows:

Beginning at a stone and oak pointers in the south margin of a County Road, being the southwest corner of lot No. 1 on said plan; thence with the line between lots Nos. 1 and 2 ,North 169.76 poles to a stone, 17 links east of B. locust, the northwest corner of Lot No. 1, and in the south line of Sneed's Land; thence with the south line of Sneed's land, north 88 3/4 degrees west 47.44 poles to a stone, the northeast corner of lot No. 3; thence with the line between lots Nos.2 and 3 south 169.76 poles to a stone with oak pointers, in the south margin of said road, the southeast corner of lot No. 3; thence with the south margin of said Road, South 88-3/4 deg. east 47.44 poles to the beginning, and containing 50-1/4 acres, more or less.

Being the same property acquired by Annie Cochran Fly under the will of T.W.Fly, of record in Will Book 32, page 189, County Court for Williamson County, Tennessee, and by deed of J.H.Fly et al,of record in Deed Book 55, page 249, Register's Office for said County.

Excepting and reserving an old family graveyard, ,square in shape and measuring 30 feet on each side, and located approximately 1000 feet northeast of the residence on said tract, and the right of ingress and egress to said graveyard by the relatives of the persons buried therein.

To Have and to Hold said real estate with the appurtenances, estate, title and interest thereto belonging to the said Charles Willard Fann and wife,Sarah Byrd FAnn,their 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 my heirs and representatives, to warrant and forever defend the title to said real estate to said Charles Willard Fann and wife, Sarah Byrd Fann, 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 Charles Willard Fann and wife, Sarah Byrd Fann, do hereby transfer and convey unto R.T. Corhhan 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 Charles Willard Fann and wife, Sarah Byrd Fann, 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 $ full 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 Trust ee 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 Charles WillardFann and wife, Sarah Byrd Fann, 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 reminburse the Trustee or lawful owner and holder of said notes for all ~~sum~~ sums with interest so expended by said Trustee or lawful owner and holder of said nOes, 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. 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 accounty 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 purcasher 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: Page 21.

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 Charles Willard Byrd Fann and wife,Sarah Byrd Fann,representatives or assigns. BOOK 6436 PAGE 460

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 Williamson County, Tennessee, and the title herein conveyed to R.T.Cochran,Trustee, shall be vested in said successor.

IN WITNESS WHEREOF we the said Annie C.Fly and Charles Willard Fann and wife Sara Byrd Fann hereunto set our hands at Nashville, Tennessee, this the 12 day of March 1956.

U.S. REVENUE STAMPS $ JV70 R ATTACHED & CANCELLED

Charles Willard Fann

Sara Byrd Fann

Annie C.Fly

STATE OF TENNESSEE

DAVIDSON COUNTY

Personally appeared before me,May Bell Wolfe, a Notary Public in and for said County and State, the within named Annie C.Fly and Charles Willard Fann and wife Sara Byrd Fann, 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 Nashville, Tennessee, this 12th day of March 1956.

(SEAL)

May Bell Wolfe

Notary Public

Commission expires 4-10-56

Filed for record the 12th day of March 1956 at 11:40 A/ M.

Mrs.Rchel M.Ewing,

Register

RUSH

IDENTIFICATION REFERENCE

Nov 30 11 01 AM '84

REGISTER DAVIDSON COUNTY, TN

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