Davidson County DEEDINST
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Fees:28.00 Taxes:430.87
20010918-0100692

INSTALLMENT DEED

This document prepared by Jon L. Setzer, Attorney-At-Law, 95 White Bridge Road, Cavalier Bldg., Suite 505, Nashville, Tennessee 37205

Maximum principal indebtedness for Tennessee recording tax purposes is $88,850.00

FROM: Dolores J. Bone, Trustee U/A/D July 29, 1996 of the Bone Survivor's Trust and any Successors in Trust, and any amendments thereto.

TO: Donald Eugene Knowles and wife, Janet Lynn Knowles, Individually

MAP AND PARCEL NUMBERS: 64-1/25

ADDRESS OF TAXPAYER: Mr. and Mrs. Donald Eugene Knowles
205 Barley Mill Road
Old Hickory, TN 37138

SEND TAX BILLS TO: (SAME)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

This actual consideration or value, whichever is greater, for this transfer is $88,850.00.

Dolores J Bone
Affiant

Subscribed and sworn to before me, on this day JUN 18 2001

Notary Public Allison L. Hamblin

Sept. 29, 2001
My Commission Expires:

For and in consideration of the sum of Eighty-eight Thousand Eight Hundred Fifty Dollars ($88,850.00) and execution of a certain Promissory Note by the Grantees, and to secure the payment of a certain Promissory Note executed by the Grantees in favor of the Grantor, including all principal and interest a **lien is expressly retained on the property herein conveyed** and the Grantor, Dolores J. Bone, Trustee, hereby transfers and conveys to Donald Eugene Knowles and wife, Janet Lynn Knowles, herein called Grantees, their heirs and assigns, one-half (1/2) interest in certain real estate in Davidson County, Tennessee, described as follows:

Land in Davidson County, Tennessee, being Lot No. 109 on the Plan of Brandywine Farms, Section 5, as of record in Book 4175, Page 18, Register's Office for Davidson County, Tennessee.

Said Lot No. 109 fronts 102 feet on the Northerly margin of Barley Mill Road and runs back between lines 346.7 feet on the Westerly line and 317.3 feet on the Easterly line to a line at the rear measuring 145.5 feet thereon.

Being the same one-half (1/2) portion of said real property conveyed to Dolores J. Bone, Trustee U/A/D July 29, 2001 of The Bone Survivor's Trust and any Successors in Trust and any amendments thereto from Howard R. Bone (now deceased) and wife, Dolores J. Bone, Trustees U/A/D July 29, 1996 of the Bone Joint Revocable Living Trust Agreement and any Successors in Trust, and any amendments thereto, by Quitclaim Deed of record, Instrument No. 20010618-0064119, Register's Office for Davidson County, Tennessee.

THIS CONVEYANCE IS MADE SUBJECT TO A LIFE INTEREST RESERVED TO THE GRANTOR. + 20010918-0100693

FURTHER, THIS CONVEYANCE IS MADE SUBJECT TO A CERTAIN DEED OF TRUST OF RECORD IN BOOK ~~X~~, PAGE_____, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

This Improved property is known as 205 Barley Mill Rd., Old Hickory, Tennessee 37138.

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. The Grantor covenants that she is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered.

AND NOW, for the purpose of better and more effectually securing the payment of that certain lien note, 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, we, the said Grantees herein do hereby transfer and convey unto Jon L. Setzer, Attorney, his successors and assigns, the real estate herein before described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. 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 Davidson County, Tennessee, to sell said property at the front door of the Court House in said county to the highest bidder for case, at public outcry, free from the equity of redemption, the statutory right of redemption, homestead, dower, statutory or elective rights, 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 deliver 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.

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 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 this trusteeship.

IN WITNESS WHEREOF, we, the said Grantor and Grantees, have hereunto set our hands this the 18th day of June 2001.

Dolores J Bone

GRANTOR: DOLORES J. BONE, TRUSTEE

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Allison L. Franklin a Notary Public in and for said County and State, the within named Dolores J. Bone, Trustee, the Bargainor with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, on JUN 18 2001.

Allison L. Franklin
Notary Public

My Commission Expires: Sept. 29, 2001

Donald Eugene Knowles
GRANTEE: DONALD EUGENE KNOWLES

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Christy E. Trudeau, a Notary Public in and for said County and State, the within named Donald Eugene Knowles, the Bargainor with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, on 6/25/01.

Christy E. Trudeau
Notary Public

My Commission Expires: 10/25/03

Janet Lynn Knowles
GRANTEE: JANET LYNN KNOWLES

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Allison L. Franklin, a Notary Public in and for said County and State, the within named Janet Lynn Knowles, the Bargainor with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, on JUN 18 2001.

Allison L. Franklin
Notary Public

My Commission Expires: Sept. 29, 2001

This document prepared by:
Jon L. Setzer
Attorney-At-Law
Suite 505, Cavalier Bldg.
95 White Bridge Road
Nashville, Tennessee 37205