STATE OF Tennessee }
COUNTY OF Davidson }

Personally appeared before me, J. P. Hunter, *a Notary Public in and for said County and State,* R. B. Beal and Elizabeth Corder Beal, *the within named bargainor, A, 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, *this* 25 *day of* May, *19* 64

J. P. Hunter *Notary Public*

Commission expires J. P. Hunter 1-30-1965

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ..., *a Notary Public of the State and County aforesaid, personally appeared* ....., *with whom I am 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 corporatoin by* .....*self as* .....

Witness my hand and seal, at office in ....., *this* .....*day of* ....., *19*.....

.....*Notary Public*

Commission expires .....

PAID JUL 13 1964
DAVIDSON COUNTY, TENN.
COUNTY COURT CLERK
R. E. WORRALL

JUL 13 1964

STATE TAX $ 2.75
PROBATE 50
TOTAL $ 3.25

INSTALLMENT DEED

FROM
R. B. BEAL and wife,

TO
HOWARD B. MOORE and wife,

41522

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN.

JUL 13 3 38 PM

NOTES BOOK 109 PAG 494
RECORDING FEE $ 2.75
DEP. REG. .....

Compliments of
Guaranty Title Company
A Division of
Kansas City Title Insurance Company
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

5,000

2.75

Installment Deed

FOR AND IN CONSIDERATION of the sum of FIVE THOUSAND ($5,000.00) * * * * * *

Dollars,

of which TWO THOUSAND ($2,000.00) *

Dollars, has been paid in cash,

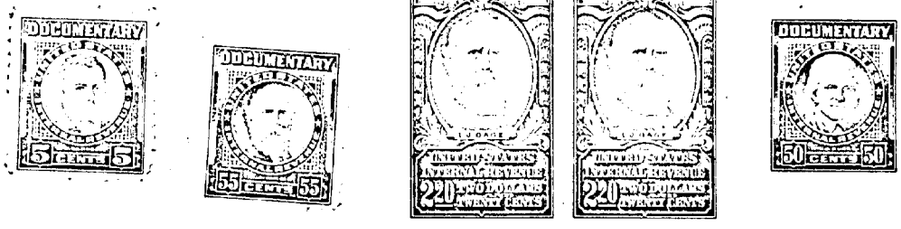
the receipt of which is hereby acknowledged, and for the remainder THREE THOUSAND ($3,000.00) * *

Dollars,

Howard B. Moore and wife, Margie M. Moore,

*ha*ve *executed*

their joint and several promissory note, of even date herewith, in the principal sum of $3,000.00, payable to the order of R. B. Beal and wife, Elizabeth Corder Beal, in annual installments of $600.00 each, beginning one year from date, plus interest on the unpaid principal balance,



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, R. B. BEAL and wife, ELIZABETH CORDER BEAL, *have this day bargained and sold, and do hereby transfer and convey unto the said* HOWARD B. MOORE and wife, MARGIE M. MOORE, their

(successors), heirs and assigns,

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

Land in the 13th Civil District of Davidson County, Tennessee, described as follows:

Beginning in the westerly margin of Buena Vista Pike at the southerly point of a radius described in and excluded from the property conveyed to Howard (B.) McNabb and wife, by deed of correction from R. B. Beal and wife, of record in Book 3675, page 371, Register's Office for said County, which radius was reserved for a 50-foot proposed road intersecting Buena Vista Pike; thence along the westerly margin of said Pike and the easterly line of said radius, north 25°25' West 25 feet; thence North 25°25' West 51.9 feet to the southeasterly corner of the property conveyed to Kentucky-Tennessee Conference Association of Seventh Day Adventists by deed of record in Book 3253, page 625, said Register's Office; thence along the southerly line of said Adventists' property, and the northerly line of said proposed 50-foot roadway, South 80°15' West 416.1 feet to the beginning of a curve having a radius of 308 feet; thence continuing with said proposed road and around said curve in a southwesterly direction a distance of 379.4 feet to the southeasterly corner of the property conveyed to the Trustees of Alex Green Buchanan Street Methodist Church by deed of record in Book 3677, page 156, said Register's Office; thence along the southerly line of said Church property, North 80°20' West 300 feet to a corner in said property; thence along the easterly line of said Church property, South 9°40' West 58.4 feet to the northeasterly corner of Hale's property; thence along Hale's easterly line, South 11°15' West 252 feet to the northeasterly corner of the property con-

veyed to R. P. Lanius, Jr. by deed of record in Book 3338, page 443, said Register's Office; thence along Lanius' easterly line, South 12°45' West 200 feet to the northwest corner of the property conveyed to Forrest E. Merryman and wife, by deed from R. B. Beal and wife, of record in Book 3644, page 401, said Register's Office; thence with said Merryman's northerly line, eastwardly 100 feet to Merryman's northeasterly corner; thence north 70°55' East 655 feet, more or less, to the southwesterly corner of the property conveyed to James A. Perry by deed of record in Book 3537, page 46, said Register's Office; thence along Perry's westerly line, North 0°10' East 231.3 feet to the southeasterly corner of the property conveyed to Howard B. Moore by deed of record in Book 3508, page 133, said Register's Office; thence along Moore's southerly line, North 80°20' West 268.8 feet to the easterly margin of said 50-foot proposed road; thence along said proposed road, northeastwardly along a curve having a radius of 258 feet a distance of 317.8 feet to a point; thence North 80°15' East 32.2 feet to said James A. Perry's northwesterly corner in the southerly margin of said proposed road; thence along Perry's northerly line and the southerly margin of said proposed road, North 80°15' East 97.1 feet to the northwesterly corner of the said property conveyed to Howard (B.) McNabb by deed of correction in Book 3675, page 371, said Register's Office; thence along McNabb's northerly line and the southerly line of said proposed road, North 80°15' East 275 feet to the beginning of a curve having a radius of 25 feet; thence southeastwardly around said curve a distance of 37.6 feet, more or less, to the beginning.

Being part of the real property conveyed to R. B. Beal and wife, Elizabeth Corder Beal, by deed from Homeland, Inc., dated August 1, 1940, filed August 16, 1940, and recorded in Book 1129, page 368, said Register's Office.

This conveyance is made subject to the following: 1. Pipeline easement of record in Book 1334, page 116, RODC; 2. and to the condition that the said 50-foot proposed road is to be dedicated to the Metropolitan Government of said County for a public road by the grantees herein or any future owners of the property described above, said dedication to be made when the Metropolitan Government is willing to accept the said road.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Howard B. Moore and wife, Margie M. Moore, their *(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.*

This conveyance is also made subject to ingress and egress for the benefit of other lands owned by R. B. Beal and wife, adjacent to the property described above, via an extension or continuation of the said 50-foot proposed road referred to above, thus bisecting the property herein conveyed,, and for the benefit of all future owners of the said adjacent lands now owned by the said R. B. Beal and wife.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Howard B. Moore and wife, Margie M. Moore, 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 Howard B. Moore and wife, Margie M. Moore *hereinafter referred to as trustors, hereby transfer and convey unto* Reau E. Folk, Jr., *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.

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 15th *day of* May, *19*64.

Howard B. Moore

Marcie M. Moore

R B Beal

Elizabeth Corder Beal

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Helen D. Scott, *a Notary Public in and for said County and State,* Howard B. Moore and wife, Marcie M. Moore

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* 15th *day of* May, *19*64.

Helen D. Scott *Notary Public*

Commission expires March 4, 1967