Installment Deed

FOR AND IN CONSIDERATION of the sum of Fifteen Thousand and no/100 ($15,000.00) ---------- *Dollars, of which* One Thousand ($1,000.00) ---------- ---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* of Fourteen Thousand and no/100 ($14,000.00) ---------- *Dollars,* the Grantees herein ..... *have executed* their promissory note of even date herewith, payable three years after date and bearing interest at the rate of 6% per annum beginning two years after date and continuing until fully paid, and containing a prepayment privilege as provided therein,

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, Ruby King McLaughlin, Marjory Berney McLaughlin Harrigan and Mary Dorothy McLaughlin Ford, *have this day bargained and sold, and do hereby transfer and convey unto* Eugene Pargh and wife, Madeline Pargh, Gerald Averbuch and wife, Blossom Averbuch, and Martin Zeitlin and wife, Shirley Zeitlin, their heirs and assigns, ... *certain real estate in Davidson County, Tennessee, as follows:*

Land in the 2nd Civil District of Davidson County, Tennessee, being parts of Lots 1-5, Inc. in the Partition of the lands of W. H. McLaughlin, as of record in Minute Book "F", page 195, of the County Court for said County, described as follows:
BEGINNING at a point 60 feet from the center line and in the south right of way of Murfreesboro Road at highway Station 297 plus 60.33, and north 3° 29' east 223.71 feet from the southeast corner of C. B. Sander's lot; thence along the south right of way of Murfreesboro Road, south 66° 22' east 239.67 feet to highway station 300 plus 00 and a concrete monument; thence along said right of way south 23° 30' west 10.03 feet to a concrete monument which is 70 feet from the center line of Murfreesboro Road; thence along said right of way, south 66° 18' east 370.27 feet to a concrete monument and the beginning of a 1.52 degree curve at highway center line station 303 plus 70.3; thence around the curve, 520.00 feet to a right of way monument 70 feet from center line station 309 plus 00; thence north 31° 38' east 9.98 feet to a right of way monument, the beginning of a 1.51 degree curve and 60 feet from the center line at station 309 plus 00; thence around the curve 229.94 feet to a concrete right of way monument and the end of the curve; thence south 55° 03' east 166.65 feet to a right of way monument; thence south 54° 36' east 199.79 feet to a concrete right of way monument, 60 feet from center line station 315 plus 00; thence south 36° 1' west 29.03 feet to a concrete right of way monument; thence south

54° 57' east 236.23 feet to an iron pin in the northwest corner of Baker's land; thence leaving said right of way and running along C. S. Baker's west line, south 1° 29' west 208.82 feet to a point, the northeast corner of Lot 105 in the future Town Park Subdivision; thence from the northeast corner of Lot 105, north 55° 16' west 161.24 feet to a point; thence south 50° 24' west 158.45 feet to the common corner at the rear of lots 106 and 107; thence south 34° 09' west 185.71 feet to the common corner of the rear of lots 108 and 125; thence north 65° 52' west 149.94 feet to a point; thence south 83° 58' west 100.00 feet to a point, the north corner of Lot No. 128; thence north 16° 58' east 146.58 feet to the northeast corner of Lot 131; thence with the north side of lot 131, north 53° 27' west 220.00 feet to the center line of Town Park Drive; north 37° 47' east 10.0 feet; thence north 34° 57' east 111.00 feet to the center line of Citation Drive; thence with the center line of Citation Drive, north 55° 03' west 212.18 feet to the beginning of a 16.49 degree curve; thence northwestwardly around the curve, 442.33 feet to the end of the curve; thence north 38° 00' west 167.00 feet along the northeast line of Lot 203 to a point; thence along the rear of Lot No. 203, south 58° 29' west 104.00 feet to a point; thence along the rear of Lots 204 and 205, south 41° 23' west 128.00 feet to the northeast corner of Lot 210; thence along the north side of Lots 210 and 211, north 86° 42' west 367.30 feet to a point in the east boundary of Colony Heights Subdivision, as of record in Book 2330, page 149, Register's Office for said County; thence leaving the lots as shown on the future Town Park Subdivision and running north 3° 15' east 16.00 feet to a concrete monument on the rear of Lot 2 in Colony Heights Subdivision, as of record in Book 2330, page 149; thence north 1° 10' east 99.98 feet to a concrete monument, the northeast corner of said Colony Heights Subdivision, and also the southeast corner of Davis's lot on the unrecorded plan by S. M. McMurray, May 7, 1940; thence with the east side of said unrecorded plan, north 0° 22' east 500.67 feet; thence with the south side of A. R. McMahon and C. B. Sanders line, south 86° 1' east 191.73 feet to the southeast corner of C. B. Sander's lot;

thence with Sander's east line north 3° 29' east 223.71 feet to the beginning, containing 23.581 acres.

Being a part of the property vested in the Grantors by deeds of record in Book 1129, page 393, and of record in Book 1129, page 390, RODC, and under the Will of James E. McLaughlin as of record in Will Book 63, page 387, and as heirs of Dr. A. E. McLaughlin, deceased.

The payment of said note is also secured by lien of installment deed of this date between the vendors named hereinabove and Meg Co., a Tennessee corporation, covering 112.42 acres on Ezell Road and lying adjacent to the above described property. The lien on this instrument secures the note hereinabove described as well as a certain $251,000.00 note more particularly described in said Installment Deed to Meg Co., and all extensions or renewals of either of said notes.

CONT'D NEXT PAGE

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, [illegible] *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,* [illegible] *or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes,* [illegible] *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,* [illegible] *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.

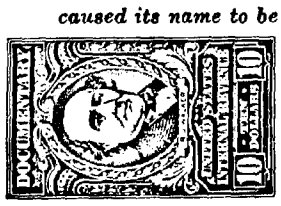
3rd. To the payment of all unpaid indebtedness herein secured, and any and all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to trustors, their order, representatives or assigns.

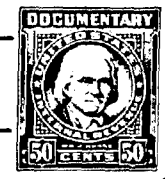
In case of the death, absence, inability, or refusal to act of said trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid 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 26 *day of* January, 1962.







Ruby King McLaughlin

Marjory Berney McLaughlin Harrigan

Mary Dorothy McLaughlin Ford

Eugene Pargh

Madeline Pargh

Gerald Averbuch

Blossom Averbuch

Martin Zeitlin

Shirley Zeitlin

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Martha A. Casturight, *a Notary Public in and for said County and State,* Ruby King McLaughlin, *the within named bargainor....., with whom I am personally acquainted, and who acknowledged that* she *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at [illegible] *Tennessee, this* 26th *day of* January *1962.*

NOTARY PUBLIC DAVIDSON COUNTY

Martha A. Casturight *Notary Public*

Commission expires 10-21-64

BOOK 3795 PAGE 367

STATE OF TEXAS }
COUNTY OF Nueces }

Personally appeared before me, Evlyan Bender, *a Notary Public in and for said County and State,* Marjory Berney McLaughlin Harrigan,

the within named bargainor....., with whom I am personally acquainted, and who acknowledged that she *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Corpus Christi, Texas,
this 17th *day of* February, *1962.*

Evlyan Bender *Notary Public*
EVLYAN BENDER

NOTARY PUBLIC
COUNTY OF NUECES, TEXAS

Commission expires 6-1-63

STATE TAX $ 22.50
PROBATE .50
TOTAL $ 23.00

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, JUL 29 1964 *a Notary Public of the State and County aforesaid, personally appeared*
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
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* .....

PAID JUL 29 1964
C-T

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

.....*Notary Public*

Commission expires.....

DISTRICT OF COLUMBIA)

Personally appeared before me, Edwin H Hoffman, a Notary Public in and for the District of Columbia, Mary Dorothy McLaughlin Ford, the within named bargainor with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Washington D C, this eighth day of February, 1962.

My commission expires:
November 30, 1962

Edwin H Hoffman
Notary Public

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Mary Ann Lloyd, a Notary Public in and for the aforesaid County, personally appeared Eugene Pargh and wife, Madeline Pargh, Gerald Averbuch and wife, Blossom Averbuch, and Martin Zeitlin and wife, Shirley Zeitlin, the within named 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, Tenn., this 19th day of April, 1962.

My commission expires:
August 21, 1965

Mary Ann Lloyd
Notary Public

NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM Ruby King McLaughlin ETAL.

TO Eugene Pargh

43767

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

JUL 29 1 28 PM '64
109 PAGE 596
RECORDING $ 3.25
DEP. REG. 2

MAIL TO: Eugene Pargh
1720 West End Building
Suite 309
Nashville 3, Tenn.

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