Mail tax statement to F.W. Jeffries
Rte 2
Brentwood, Tenn

16 A 34050

BOOK 3812 PAGE 362

Installment Deed

FOR AND IN CONSIDERATION of the sum of Thirty-six Thousand Five Hundred and 00/100 ($36,500.00) ---------- *Dollars,*

of which Ten Thousand and 00/100 ($10,000.00) ---------- ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder of Twenty-six Thousand Five Hundred and 00/100 ($26,500.00) ---------- *Dollars,*

we, F. W. Jeffries and wife, Eloise M. Jeffries,

have executed

a note dated September 1, 1964, payable as follows: $2,400.00 due and payable each six months for a period of 4½ years with the unpaid principal balance due and payable five years from date; each $2,400.00 semi-annual payments will be applied first to interest on the entire unpaid principal balance at the rate of 5½ percent per annum, and the remainder credited to principal, with the right of increasing payments at any payment date,

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, Fred H. Hall and wife, Birdie J. Hall,

have this day bargained and sold, and do hereby transfer and convey unto the said F. W. Jeffries and wife, Eloise M. Jeffries, their

(~~successors~~), heirs and assigns,

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

Land in the 7th, formerly 11th, Civil District of Davidson County, Tennessee, on the waters of Otter Creek, what is commonly known as Radnor Lake and described according to a boundary survey and map made May 1, 1963, by C. K. McLemore, as follows:
BEGINNING at a railroad iron in the southerly line of the property of the L. & N. Railroad Company, the northwest corner of this tract and being an inner corner of said Railroad Company's property; thence along the line of said Railroad Company's property, south 87° 30' east 519.6 feet to an iron pin; thence south 7° east 266.9 feet to an iron pin; thence south 30° 40' west 214 feet to an iron pin; thence north 81° 15' west 701 feet to an iron pin in the line of said Railroad Company's property; thence with the line of the same, north 22° 54' east 37.4 feet to a railroad iron; north 36° 24' east 405.9 feet to the point of beginning, containing 6.38 acres more or less.
Being part of the property conveyed to Fred H. Hall and wife, Birdie J. Hall, by deed from Tollie Mayche and Betty Mayche Johnson and husband, as of record in Book 1349, page 436, said Register's Office.

Also conveyed herein is use of a right-of-way from and to the above described parcel running north from the north line thereof to the

south line of Otter Creek Road and more particularly described as follows: A tract of land in the 7th, formerly the 11th, Civil District of Davidson County, Tennessee, being a strip of land thirty feet wide, running north from the property of Tollie Mayche and Bettie Mayche Johnson to Otter Creek Road, lying 15 feet on either side of a center line described as follows: Beginning at a large elm tree in the north line of the property of Tollie Mayche and Bettie Mayche Johnson, being the same elm tree mentioned in the deed of record in Book 110, page 175, hereinabove referred to, and running from said elm tree as follows: North 2° 1' East 817½ feet to a point; north 13° 30' West 356 feet to a point; North 28° 5' West 140.2 feet to the south margin of Otter Creek Road. Said right-of-way was deeded to grantors' predecessors in title by deed from L. & N. Railroad Company of record in Book 1291, page 578, said Register's Office.

Grantors reserve a right-of-way across the northeast corner of the above described parcel of real estate running between the right-of-way hereinabove described and a roadway situated on grantors' adjoining land lying east of the above described parcel.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, 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,* except by fence agreement between grantors and L. & N. Railroad of record in Book 1714, page 361, Register's Office for Davidson County, Tennessee.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* grantees, 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 ..... *hereinafter referred to as trustors, hereby transfer and convey unto* O. B. Hofstetter, 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 19TH *day of* AUGUST, *19*64

Fred H. Hall

Mrs. Birdie J. Hall

T. W. Sims

Eloise M. Jeffries

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Julia M. Lee, *a Notary Public in and for said County and State,* Fred H. Hall and Mrs. Birdie J. Hall

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 *Tennessee, this* 20th *day of* August, *19*64

JULIA M. LEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Julia M. Lee *Notary Public*

Commission expires July 30, 1966

BOOK 3812 PAGE 365

STATE OF Tenn.
COUNTY OF Davidson

Personally appeared before me, Eunice Miller, *a Notary Public in and for said County and State,* F. W. Jeffries & wife, Maria M. Jeffries, *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, Tennessee, *this* 15th *day of* August, 1964.

Eunice Miller *Notary Public*

Commission expires 11-2-65

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 .....

INSTALLMENT DEED

FROM

FRED H. HALL, ET UX,

TO

F. W. JEFFRIES, ET UX,

6.28 Acres, Otter Creek Road

Route #2, Brentwood, Tennessee

50563

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

SEP 16 2 57 PM '64

NOTED ... 110 ... AGE
RECORDING ... 2.75
DEP. REG. ...

Compliments of

Guaranty Title Company

A Division of

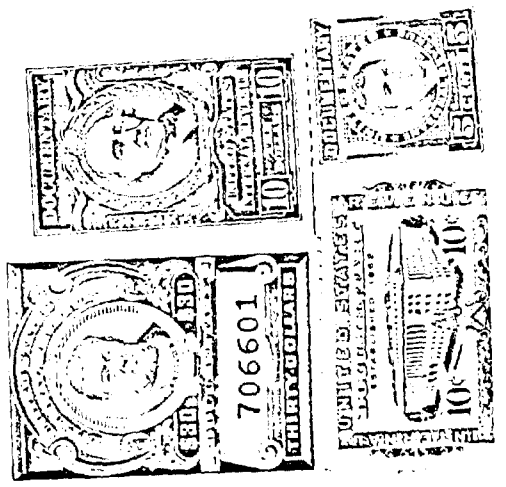
Kansas City Title Insurance Company

American Trust Building

S. W. Cor. Third & Union

NASHVILLE, TENNESSEE

HOFSTETTER & HOFSTETTER,
Attorneys



STATE TAX $ 5.75
PROBATE .50
TOTAL $5.25

SEP 16 1964

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

PAID SEP 15 1964