Mr. & Mrs. E. L. Baggett, Joelton, Tenn. (Tract 1 is improved)

Tract 1, 14D-21990 (part)
Tract 2, 14D-14150 (part)

BOOK 3813 PAGE 801

MAP 21
PAR.'s 16 & 17
PTB 3/A

TTC-173488

INSTALLMENT DEED

FOR AND IN CONSIDERATION of the sum of TWENTY-FIVE THOUSAND DOLLARS ($25,000.00), of which FIVE THOUSAND DOLLARS ($5,000.00) has been paid in cash by E. L. Baggett and wife, Tallulah A. Baggett, the receipt of which is hereby acknowledged, and for the remainder of TWENTY THOUSAND DOLLARS ($20,000.00) the said E. L. Baggett and wife, Tallulah A. Baggett, have executed their joint and several promissory note, of even date herewith, in the principal sum of Twenty Thousand Dollars ($20,000.00), payable to the order of T. B. Foster, Trustee, in monthly installments of One Hundred Twenty-five Dollars ($125.00), to be applied first to interest at five percent (5%) per annum on the unpaid principal balance and then to the reduction of principal, beginning on the 18th day of October, 1964, and continuing on the same day of each succeeding month until the total of principal and accrued interest is paid, the said note providing as follows: "Privilege is reserved of paying any number of said monthly payments or this note may be paid in full on any paying date. Demand, notice and protest are expressly waived and if not paid in full at the time and in the manner above specified, then all principal and accrued interest shall, at the option of the legal holder hereof, become at once due and payable without notice and, in the event of such default, I will pay all expenses and costs, including reasonable attorney's fees, incident to collection"; and to secure the payment of said indebtedness, principal, interest and attorney's fees, a lien is expressly retained on the land herein conveyed,

I, T. B. FOSTER, TRUSTEE under the will of O. W. Foster, deceased, of record in Will Book 75, page 411, having been granted the power and authority to convey by decree of the Probate Court

for Davidson County, Tennessee, dated August 24, 1964, Rule No. 42799, of record in Minute Book 185, page 74, have this day bargained and sold, and do hereby transfer and convey unto the said E. L. BAGGETT and wife, TALLULAH A. BAGGETT, their heirs and assigns, the following described property:

TRACT No. 1:

Land in the 14th Civil District of Davidson County, Tennessee, being all of Tract "B" except a 7x209-foot strip of land on the easterly side of said Tract "B", as shown on a survey of the Land of O. W. Foster, deceased, by Hickerson, Adams & Johnson, Engineers, Job No. 86-63, dated April 29, 1963, revised April 21, 1964, and described as follows:

Beginning at an iron pin located 2.3 feet north 74°51' west of the intersection of the center-lines of the Old Clarksville Highway and Eatons Creek Road, and running thence, within the boundaries of Eatons Creek Road, north 2°26' east 720.20 feet to a point in the westerly margin of said Road at the southerly tip of a triangular tract of land conveyed to T. B. Foster, Trustee, by deed from Henry Clay Felts and wife, Emma Felts, of record in Book 3811, page 628, Register's Office for said County; thence, along the westerly line of said triangular tract (which line is also the easterly line of Tract "B"), north 2°26' east 155.2 feet to an iron pin at the westerly tip of said triangular tract, being also the southeasterly corner of a 7x125-foot strip of land conveyed by T. B. Foster, Trustee, to Henry Clay Felts and wife, Emma Felts, (hereinafter referred to as the "Felts strip"), by deed of record in Book 3811, page 632, said Register's Office; thence, along the southerly line of the "Felts strip", north 87°34' west 7 feet to an iron pin at the southwesterly corner of the "Felts strip"; thence, along the westerly line of the "Felts strip", north 2°26' east 125 feet to the southwesterly corner of a 7x84-foot strip of land conveyed by T. B. Foster, Trustee, to Ella M. Smith Hall and husband, Robert A. Hall, (hereinafter referred to as the "Hall strip") by deed of record in Book 3811, page 630, said Register's Office; thence, along the westerly line of the "Hall strip", north 2°26' east 84 feet to an iron pin at the northwesterly corner of the "Hall strip"; thence, along the northerly line of the "Hall strip", south 87°34' east 7 feet to an iron pin at the northeasterly corner of the "Hall strip" in the easterly line of Tract "B", which is

also the westerly line of the property conveyed to Ella M. Smith Hall and husband, Robert A. Hall, by deed of record in Book 3404, page 139, said Register's Office; thence, partly along the westerly line of the Hall property, north 2°26' east 177 feet to an iron pin in the south line of the Reasoner property; thence, with Reasoner's south line, along a fence, north 88°05' west 706.2 feet to an old white oak stump and iron pin in the line of the Hackebeil property; thence, along Hackebeil's easterly line, south 1°28' west 712.6 feet to the northwesterly corner of the C. E. Green property; thence, along the north line of the Green property and along the north line of the Roach property, south 74°51' east 210 feet to Roach's northeasterly corner; thence, along Roach's east line, south 1°28' west 413 feet, more or less, to the centerline of the Old Clarksville Highway; thence, with the same, south 74°51' east 503 feet, more or less,to the point of beginning, containing a total area of 17.2 acres, of which 0.5 acre is included within the bounds of the Old Clarksville Highway and Eatons Creek Road, as shown on said survey.

Being part of the property devised to T. B. Foster, Trustee, under the will of O. W. Foster, of record in Will Book 75, page 411, Probate Court for said County.

TRACT No. 2:

A triangular tract of land in the 14th Civil District of Davidson County, Tennessee, described according to a survey made by Hickerson, Adams & Johnson, Engineers, dated April 29, 1963, revised April 21, 1964, Job No. 86-63, showing the O. W. Foster Property and the said triangular tract lying between the westerly margin of Eatons Creek Road and the easterly line of Tract "B" shown on said survey.

The said triangular tract is described as follows: Beginning in the easterly line of Tract "B" at its intersection with the westerly margin of Eatons Creek Road, said beginning point lying 541.2 feet south 2°26' west of the northeast corner of said Tract "B"; thence, along the westerly margin of Eatons Creek Road, in a northeasterly direction, 161 feet to an iron pin; thence north 87°34' west 43.5 feet to the east line of said Tract "B"; thence, with the same, south 2°26' west 155.2 feet to the beginning.

Being the same property conveyed to T. B. Foster, Trustee, by deed from Henry Clay Felts and wife, Emma Felts, of record in Book 3811, page 628, Register's Office for said County.

This conveyance is made subject to the rights of way of those parts of the Old Clarksville Highway and Eatons Creek Road lying within the bounds of the Tract No. 1 described above.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said E. L. BAGGETT and wife, TALLULAH A. BAGGETT, 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 myself as such Trustee, and my successors, to warrant and forever defend the title to said real estate to said E. L. BAGGETT and wife, TALLULAH A. BAGGETT, 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 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 hereinabove provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said E. L. BAGGETT and wife, TALLULAH A. BAGGETT, 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 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 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 the 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 the 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,

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 the Trustors, their order, representatives or assigns.

The lawful owner and holder of said indebtedness may, at pleasure, for any reason and without notice, remove the said Trustee at any time and appoint a successor to execute this trust by an instrument in writing to be recorded in the Register's Office of said County, and the title herein conveyed to Reau E. Folk, Jr., Trustee, shall be vested in said successor with all the power and authority set out above.

IN WITNESS WHEREOF the parties to this instrument have signed BOOK 3813 PAGE 807 their names on this the 18th day of September, 1964.

T. B. Foster, Trustee

E. L. Baggett

Tallulah A. Baggett

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Helen D. Scott, a Notary Public in and for said County and State, personally appeared T. B. Foster, Trustee, and E. L. Baggett and wife, Tallulah A. Baggett, 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 18th day of September, 1964.

Helen D. Scott
Notary Public

My commission expires: March 4, 1967

STATE TAX $ 37.50
PROBATE .50
TOTAL $ 38.00

SEP 21 1964

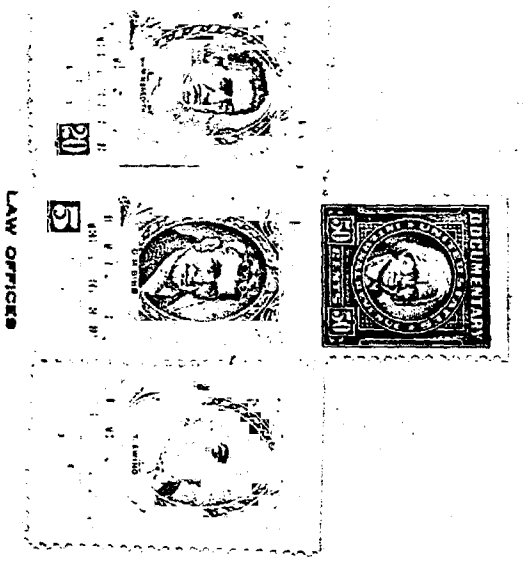
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID SEP 21 1964

T. B. FOSTER, TRUSTEE

TO:

E. L. BAGGETT and wife,

INSTALLMENT DEED



LAW OFFICES
REAU E. FOLK, JR.
SUITE 112, STAHLMAN BUILDING
NASHVILLE, TENNESSEE 37201

51155

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

SEP 21 12 23 PM '64
NOTED: BOOK 110 PAGE 83
RECORDING FEE $ 6.00
DEP. REG. 1