2639 Pennington Bend Road

Mail tax statement to
L. Strasser Jr
639 Pennington Bend Road
Donelson Tenn

30-54480

BOOK 3823 PAGE 658

INSTALLMENT DEED

Map 62
Par. 65
M.O.

For and in consideration of the sum of NINETY THOUSAND ($90,000.00) DOLLARS, of which TWENTY-FIVE THOUSAND ($25,000.00) Dollars has been paid in cash by Edward L. Strasser, Jr., and wife Sue G. Strasser, John Strasser, William Strasser and Thomas Strasser, the receipt of which is hereby acknowledged, and for the remainder SIXTY-FIVE THOUSAND ($65,000.00) Dollars, the said Edward L. Strasser, Jr. and wife Sue G. Strasser, John Strasser, William Strasser and Thomas Strasser, executed two notes, one for THIRTY-TWO THOUSAND FIVE HUNDRED ($32,500.00) Dollars due January 5, 1965, and one note for THIRTY-TWO THOUSAND FIVE HUNDRED ($32,500.00) Dollars due January 5, 1966, both of said notes bearing 5% interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed, we, Joe E. Sutherland and wife Gwendolyn Sutherland, have this day bargained and sold, and do hereby transfer and convey and undivided 1/4 interest unto the said Edward L. Strasser, Jr. and wife Sue G. Strasser, a 1/4 interest to John Strasser, a 1/4 interest to William Strasser, and a 1/4 interest to Thomas Strasser, their heirs and assigns certain real estate in Davidson County, Tennessee, as follows:

Land in the 3rd Civil District of Davidson County, Tennessee, being the remainder of the Farm of Dr. Joe E. Sutherland and wife, Gwendolyn Duke Sutherland, and described as follows:

Beginning at a concrete monument in the easterly side of an old County Road, said point also being the southeasterly corner of Sutherland Heights, Section I, as of record in Book 2663, Page 18, RODC, Tennessee; thence leaving said point of beginning and with the easterly boundary of Sutherland Heights, Section I, N15° -01'W, 142.30 feet to a concrete monument; thence N27° -29'W, 545.30 feet to a concrete monument; thence N32° -28'W, 161.70 feet to a concrete monument; thence N23° -50'W, 327.90 feet to a concrete monument; thence N51° -33'W, 236.80 feet to a concrete monument; thence N55° -23'W, 144.30 feet to a concrete monument; thence N54° -47'W, 294.80 feet to a concrete monument; thence S63° -19'W, 313.20 feet to a concrete monument in the easterly right-of-way of Western Hills Drive, said point being on the inside of a curve having a radius of 1,175.00 feet; thence with said curve and in a general north-northwesterly direction, a distance of 194.01 feet to a concrete monument; thence leaving said right-of-way N69° -31'E, 206.50 feet to a concrete monument; thence N68° -42'E, 220.00 feet to a concrete monument;

thence S83° -46'E, 177.30 feet to a concrete monument; thence N18° -16'W, 625.00 feet to a concrete monument; thence N7° -54'W, 168.00 feet to a concrete monument being the northeasterly corner of Sutherland Heights, Section II, said point also being the southeast corner of Sutherland Heights, Section III, as of record in Book 2663, Page 117, RODC, Tennessee; thence with the easterly boundary of Sutherland Heights, Section III, N7°-54'W, 820.30 feet to a concrete monument; thence N10° -12'W, 285.70 feet to a concrete monument; thence N4° -08'E, 182.70 feet to a concrete monument; thence N1°-50'W, 524.20 feet to a concrete monument; thence N3°-29'W, 140.00 feet to a concrete monument at the northeast corner of Sutherland Heights, Section III, said point also being the southeast corner of Sutherland Heights, Section V, as of record in Book 2900, Page 1, RODC, Tennessee; thence with the easterly boundary of Sutherland Heights, Section V, N3° -29'W, 261.70 feet to a concrete monument; thence N0° -16'E, 513.60 feet to a concrete monument; thence N3° -23'W, 366.10 feet to a concrete monument; thence N2° -21'E, 255.10 feet to a concrete monument; thence N3° -37'W, 249.00 feet to a concrete monument; thence N7°-00'W, 63.40 feet to a concrete monument being the northeasterly corner of Sutherland Heights, Section V, (the following bearings and distances were taken from the original Deed recorded in Book 1630, Page 229, RODC, Tennessee); thence S84° -45'E 237.4 feet more or less to the center of a slough; thence with the center of said slough and in a general direction, 2,392.5 feet to the low water mark of the Cumberland River; thence along the shore line at low water mark as follows; S30° -00'E, 825.0 feet to a point; thence S18° -00'E, 660.0 feet to a point; thence S12° -15'E, 660.0 feet to a point; thence S6° -40'E, 660.0 feet to a point; thence S1° -20'E, 1,320.0 feet to a point; thence S5° -00'E, 1,122.0 feet to a point; thence S9°-30'E, 660.0 feet to a point; thence S12° -30'E, 1,518.0 feet to a point; thence S22° -30'E, 1,600.5 feet to a point; thence leaving said low water mark; S67° -30'W, 841.5 feet to a point in the easterly side of an old County Road; thence with said road N29°-10'W, 726.0 feet to a concrete monument being the point of beginning and containing 220.47 acres, more or less.

Being part of the property conveyed to Joe E. Sutherland and wife, Gwendolyn Duke Sutherland, by deed from Ben E. Woodard and wife, as of record in Book 1630, page 229, said Register's Office.

To have and to hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Edward L. Strasser, Jr. and wife Sue G. Strasser, John Strasser, William Strasser, and Thomas Strasser, their 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 unemcumbered.

We further covenant and bind ourselves, our heirs and representa-

tives, to warrant and forever defend the title to said real estate to said Edward L. Strasser, Jr. and wife sue G. Strasser, John Strasser, William Strasser and Thomas Strasser, 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 notes, 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, and for the consideration of one dollar, to us in hand paid, we, the said Edward L. Strasser, Jr., and wife Sue G. Strasser, John Strasser, William Strasser, and Thomas Strasser, do hereby transfer and convey unto C.H. Rutherford, Jr., Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

We, the said Edward L. Strasser, Jr., and wife Sue G. Strasser, John Strasser, William Strasser and Thomas Strasser, do hereby 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 sum of $ none until the notes herein secured are 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 and holder of said notes, as his interest may appear.

We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment.

Now, if we, the said Edward L. Strasser, Jr., and wife Sue G. Strasser, John Strasser, William Strasser and Thomas Strasser, 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 of 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; or if 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 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. 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 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 fee 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 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 Edward L. Strasser, Jr., and wife Sue G. Strasser, John Strasser, William Strasser and Thomas Strasser, their 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 C.H. Rutherford, Jr., Trustee, shall be vested in said successor.

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 his trusteeship.

IN WITNESS WHEREOF, we, the said Dr. Joe E. Sutherland and wife Gwendolyn Sutherland and Edward L. Strasser, Jr. and wife Sue G. Strasser, John Strasser, William Strasser and Thomas Strasser, hereunto set out hands at Nashville, Tennessee, this the 17th day of October, 1964.

Joe E Sutherland
Gwendolyn Sutherland
Edward L Strasser Jr
Sue G. Strasser
Thomas Strasser
William Strasser
John Strasser

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, C H Rutherford Jr

a Notary Public in and for said County and State, the within named

Joe E. Sutherland and wife Gwendolyn Sutherland

~~Joe E. Sutherland~~

~~Gwendolyn Sutherland~~

the 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 19th day of October, 1964.

C H Rutherford Jr
NOTARY PUBLIC

My Commission expires:

July 26, 1967
7-26-'67

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, O B Hofstetter,

A Notary Public in and for said County and State, the within named

Edward L. Strasser Jr. and wife, Sue G. Strasser, William Strasser, and John Strasser and Thomas Strasser

the 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 17th day of October, 1964.

O B Hofstetter
NOTARY PUBLIC

My Commission expires:

July 20, 1965

BOOK 3823 PAGE 664

55030

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

OCT 19 2 10 PM '64
NOTED: BOOK 110 PAGE 258
RECORDING FEE $ 5.25
DEP. REG. M.

NO. _____

Dr Joe E Hutchinson Atty

To / deed

Edward F. Stamm Jr
et ux et al

STATE TAX $ 1.35 cp
PROBATE .50
TOTAL $ 1.35 cp

OCT 19 1964

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID OCT 19 1964