INSTALLMENT DEED — TENNESSEE TITLE COMPANY

FORM 1080

map 24
par 7

FOR AND IN CONSIDERATION OF the sum of $36,000.00 DOLLARS
THIRTY SIX THOUSAND AND NO/100----------
of which $ 10,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for a part of the remainder the said grantees herein assumes and agrees to pay $13,898.99, being the remaining unpaid balance of a note dated Oct. 18,1955, executed by the grantors herein, payable to D.E. Rawls and wife, for the original sum of $20,000.00, with interest at 5% per annum, both principal and interest payable $150.00 monthly, beginning Feb. 1, 1956, and said debt secured by a vendor's lien retained in the deed of record in Book 2454, page 479, Register's Office for Davidson County, Tennessee, and for the balance the grantee herein has executed his one note of even date herewith, payable to the grantors herein, for the sum of $12,101.01,due on or before Feb. 1,1965, with interest at 5% per annum,

This is improved property known as _____ Brick Church Pike
Tax Parcel No. 10D-24255
Send Tax Notices To: Dr. Joe E. Sutherland, 627 Gallatin Road, Madison, Tennessee

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed.

WE, ROBERT R. GALBREATH AND WIFE, MARY ELLA GALBREATH,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

JOE E.SUTHERLAND,

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

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TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, 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 unencumbered.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, 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 grantees herein do hereby transfer and convey unto Mike McCarley 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 grantees 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 insurable value 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 grantees, 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 one 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; 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 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:

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Land in the 10th Civil District of Davidson County, Tennessee, being described as follows:

BEGINNING at a point in the center of Brick Church Pike, a corner to Union Hill Baptist Church property, and the most easterly corner of the property herein described; thence with the line of said Church lot, as follows: North 62° West 285 feet to a 30-inch sycamore; thence North 6° 45' West 112 feet to a 12 inch elm, a corner to Tract 2, in the line of said Church lot; thence with the line of said tract 2, North 42° 30' West 575 feet to a 30 inch beech, a corner to said Tract 2 in the line of Paul Owens; thence with a fence and the line of said Owen's as follows: South 62° 30' West 127.5 feet to a beech; North 52° 30' West 425 feet to a stake; thence with said fence and the lines of said Owens and L.B. Cuffman, North 58° 30' West 300 feet to a 24 inch ash tree, a corner in the line of said Cuffman; thence with said fence and the line of said L.B. Cuffman and Homer Cuffman, South 64° 30' West 245 feet to a post, a corner in the line of said Homer Cuffman; thence on with said fence and the line of said Homer Cuffman, as follows: South 36° West 135 feet; South 69° 30' West 195 feet; South 6° 30' West 320 feet; South 13° 30' East 240 feet to a point in the center of a drain, the north end of the embankment refered to in the 1951 survey; thence with a fence, and the line of the property awarded to said Homer Cuffman by court decision as follows: South 5° 15' East 119 feet to a poplar; South 5° 30' West 100 feet to a poplar; South 15° 30' West 132 feet to a post; north 85° West 190 feet to a point at the junction of two drains, the south end of aforesaid embankment; thence on with said fence, and the line of said Cuffman, as follows: South 88° 15' West 230 feet; North 56° 15' West 165 feet; North 87° west 205 feet to a stake a corner to Jack Galbert in the line of said Cuffman; thence with a fence and the line of said Galbert as follows: South 14° West 155 feet; South 25° 30' West 225 feet; South 20° West 215 feet; South 9° West 185 feet; South 3° West 210 feet; South 7° West 155 feet; South 0° 30' West 90 feet to an ash tree, a corner to William Cox in the line of said Galbert; thence with a fence and the line of said Cox, North 85° 15' East 1098 feet to stake, a corner to said Cox in the line of Frank M. Redding;thence with the line of said Redding as follows: North 0° 30' West 170 feet; North 42° East 110 feet; South 44° 30' East 180 feet to a point in the center of aforesaid Brick Church Pike, a corner to said Redding; thence with the center line of said Pike, as follows: North 48° East 80 feet; North 62° East 480 feet; North 73° East 230 feet; North 77° East 130 feet; North 87° East 130 feet; South 88° East 400 feet; North 80° East 50 feet; North 48° East 50 feet; North 16° East 100 feet; North 8° West 100 feet; North 14° West 100 feet; North 9° West 100 feet; North 15° East 70 feet; North 41° East 100 feet; North 52° 30' East 136 feet to the beginning, containing 80.7 acres, more or less.

Being part of the property conveyed to Robert R. Galbreath and wife, Mary Ella Galbreath, by deed from D.E. Rawls and wife, as of record in Book 2454 page 479, said Register's Office.

We, Frank Redding and wife, Ollie Ayers Redding, join in this instrument for the purpose of agreeing to the survey line above referred to as being the correct boundary line between our property, and that of the grantors herein.

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 advise 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 the grantees herein, their heirs, 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the 27th day of October 19 64

Frank Redding — Joe E. Sutherland
Frank Redding — Joe E. Sutherland

Ollie Ayers Redding — Robert R. Galbreath
Ollie Ayers Redding — Robert R. Galbreath

Mary Ella Galbreath
Mary Ella Galbreath

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, L. D. Richards, a Notary Public in and for said County and State, the within named Joe E. Sutherland; Robert R.Galbreath & wife, Mary Ella Galbreath; Frank Redding and wife, Ollie Ayers Redding the 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 this 27th day of October, 1964

Commission Expires May 1, 1966

L. D. Richards, Notary Public.

STATE OF _____
_____ County

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____, with whom I am personally acquainted and who upon { his oath / their several oaths } acknowledged { himself / themselves }. to be the _____ and _____ respectively of the _____ the within named bargainor, a corporation, and that { he / they } as such _____ and _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said _____ as such _____ and attesting the same by the said _____ as such _____

WITNESS my hand and official seal at office at _____ on this the _____ day of _____, 19____

My commission expires _____

Notary Public

STATE TAX $ 54.00
PROBATE $ 54.00
TOTAL

NOV 2 1964

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

PAID NOV 2 - 1964

INSTALLMENT DEED

FROM

ROBERT R. GALBREATH, ET UX.

TO

GWENDOLYN SUTHERLAND

REGISTER'S OFFICE

STATE OF TENNESSEE
DAVIDSON COUNTY

Received for record this 2 day of NOV A. D. 64 at 8 o'clock 51 M., Noted in Book 110 Page 8
Recorded in Book 3827 Page 868
Recording Fee $ 2.50
RECORDING FEE
D. P. REG.

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

County Register

By _____ Dept. Reg.

TENNESSEE TITLE COMPANY
Nashville, Tenn.

REGISTER'S OFFICE
PLEASE PUT IN TENN. TITLE CO. BOX