Map 149
P/c Par 17
2D 40300

BOOK 3858 PAGE 43

DODSON BATSON, ATTORNEY

INSTALLMENT DEED

For and in Consideration of the sum of----------($90,462.50)----------

Ninety Thousand Four Hundred Sixty Two and 50/100----------Dollars,
($22,615.62)
of which Twenty Two Thousand Six Hundred Fifteen and 62/100/--------Dollars,

has been paid in cash by Dodson Batson, Trustee

the receipt of which is hereby acknowledged, and for the ~~remainder~~ remaining Sixty Seven Thousand Eight Hundred Forty Six and 88/100($67,846.88)----------Dollars,

the said Dodson Batson, Trustee has executed a note as Trustee for that amount payable to the order of Russell S.Rieves and wife, Percylene Rieves, due on or before Three (3) Years from date with interest at the rate of 5% per annum and provided that when this property is subdivided, the Lien herein retained will be released as to One-Fourth(1/4th) of the Lots and the Lien against the remaining Lots will be released upon the payment of a pro-rata of the balance then due

all of said notes bearing ~~six~~ five per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained

on the land herein conveyed, We, Russell S.Rieves and wife, Percylene Rieves

have this day bargained and sold, and do hereby transfer and convey unto the said Dodson Batson, Trustee, with full power to sell, mortgage, transfer, incumber or otherwise convey without the joinder of any beneficiary, ~~heirs~~ and assigns, his successors,
certain real estate in Davidson County, Tennessee, as follows:

Land in the 2nd, formerly 5th Civil District of Davidson County, Tennessee, being Lots Nos. 1,2,3,7,8 and 9 of the Joe Mullins Resubdivision of certain lots of the A.P.Grinstead Subdivision, as of record in Book 161,page 63, Register's Office for said County, together with a tract adjoining said lots on the north and east and described according to a copy of a survey made by James L.Murphy,Jr. dated August 14,1964, as follows:
BEGINNING at a point in the south margin of Richards Road, the northeasterly corner of the Shumate property; thence with the margin of Richards Road, South 89°09'50" east 216.08 feet to a point; South 85° 40'50" east 170.76 feet to a point in the west line of the property that was conveyed to The Metropolitan Government of Nashville and Davidson County for the use and benefit of the Board of Education in a Condemnation Proceeding in the County Court, a certified copy of the decree of taking, being of record in Book 3532,page 637, said Register's Office; thence along the line of said School Property, as follows: South 4°19'10" west 610.25 feet; South 75°22'50" east 388.85 feet; South 55°18'50" east 360 feet; North 33°59'10" east 311 feet; thence along the approximate centerline of an unnamed Roadway, around a curve, northwesterly 293.22 feet to a point; continuing around the curve of said Roadway, northerly 354.88 feet to a point; thence North 4°19' east 25 feet, more or less to the south margin of Richards Road; thence with the southerly margin of said Road, South 85°40'50" east 152.75 feet to a point and South 84°30'20" east 1336.84 feet to a point; South 86°13' east 373.9 feet to a point in the west line of the Kidd Property; thence with the west line of the same, South 3°41'10" west 613.22 feet to a point; thence South 4°25'40" west 524.59 feet to a point in the line of the property of Carper;thence with Carper's line and along the line of the Hayes property and the Donnell Property, as follows: North 86°44'50" west 770.76 feet to a point; thence North 86°48'50" west 479.45 feet to a point; North 86°34' west 600.1 feet to a point; thence North 86°33' west 418.82 feet to a point; thence South 4°40' west 178.9 feet to a point; thence North 87°43'30" west 454.26 feet to a point in the common corner of Lots Nos. 1 and 8 on the Plan of record in Book 161,page 63, Register's Office; thence with the line of said Plan, South 38°49' west 376.61 feet to the centerline of Payne Road; thence with the centerline of the same, North 35°12' west 129.71 feet to a point; thence with the west line of Lots Nos. 9,7 and 3 of said Plan, North 2°51' east 391.86 feet to the center of Rieves Road; thence with the center of Rieves Road, North 87°09' west 32.68 feet to a point in the line of the Shumate Property; thence with Shumate's easterly lines, as follows: North 2°51' east 279.53 feet; North 55°19' east 279.94 feet; North 4°10' east 280.43 feet; North 4°06' east 473.77 feet to the point of beginning, containing 72.37 acres, more or less.
BEING part of the property conveyed to Russell S.Rieves and wife, Percylene Rieves, by deed from Felix R.Rieves and wife, as of record in Book 2153,page 177 and in Book 2153,page 203, said Register's Office.

Purchaser to assume 1965 taxes.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Dodson Batson Trustee 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 said real estate to said Dodson Batson, Trustee his 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 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, I, the said Dodson Batson, Trustee

do hereby transfer and convey unto _____, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

I, the said Dodson Batson, Trustee 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 $_____ 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 interst may appear.

I 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 I 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 I, the said Dodson Batson, Trustee 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 I 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; I 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. I 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. I 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 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 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 Dodson Batson, Trustee, his 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 _____, 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 Russell S.Rieves and wife, Percylene Rieves and Dodson Batson, Trustee hereunto set our hands at Nashville, Tennessee, this the 4th day of February 1965

Russell S. Rieves

Percylene Rieves

Dodson Batson, Trustee

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Ellouise Bailey, a Notary Public in and for said County and State, the within named Russell S.Rieves and wife, Percylene Rieves and Dodson Batson, Trustee

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 Tennessee, this 4th day of February, 1965

Ellouise Bailey, Notary Public.

Commission Expires 1/25/66

STATE OF _____

_____ **County.**

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

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

Witness my hand and official seal at _____ this _____ day of _____, 19____

_____, Notary Public

Commission Expires _____

BOOK 38558 PAGE 46

STATE TAX $ 1.35
PROBATE .50
TOTAL $ 1.85

FEB 5 1965

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

PAID FEB 5 - 1965

90462.50

INSTALLMENT DEED

FROM

RUSSELL S. RIEVES, ET UX

TO

DODSON BATSON, TRUSTEE

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

67947

FELIX Z. H. SENTER REGISTER
DAVIDSON COUNTY
STATE OF TENNESSEE

FEB 5 3 30 PM 1965

RECORDED

DEPUTY REGISTER

3.00



STATE OF TENNESSEE
COUNTY OF

Before me, a Notary Public of the State and County aforesaid, personally appeared

with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself (herself) to be the

of the within named bargainor, a corporation, and that he (she), as such

executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself (herself) as

Witness my hand and seal at office in

this the day of

Notary Public

My commission expires