Mail Tax Statement to:
H + S Development Co.
2401 Granny White Pike

BOOK 3879 PAGE 863

Map 145
Par 43-50

Installment Deed

FOR AND IN CONSIDERATION of the sum of SEVENTY-FIVE THOUSAND and NO/100---- ($75,000.00) ---------- *Dollars,*

of which TWENTY-TWO THOUSAND and NO/100---------- ($22,000.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder FIFTY-THREE THOUSAND and NO/100 ---------- ($53,000.00) ---------- *Dollars,*

H & S DEVELOPMENT COMPANY, Inc., has ~~xx~~ *executed*

its note of even date herewith payable in two (2) equal annual installments with interest thereon at the rate of five and one-half (5-1/2%) percent per annum on the unpaid balance remaining from time to time from December 31, 1965, with privilege of prepayment of the first installment only after January 3, 1965, and with privilege of prepayment of the second installment only after January 2, 1966,

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,

Carl D. Storey and wife, Julia Lyle Storey,

have this day bargained and sold, and do hereby transfer and convey unto the said

H & S Development Company, Inc., its successors ~~and assigns~~ *and assigns,*

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

Land in the 7th Civil District of Davidson County, Tennessee, in the City of Forest Hills, about 8 miles southwest of Nashville on Otter Creek Road and more particularly described as follows:
Beginning in the center of Otter Creek Road, the northeast corner of the tract and the northwest corner of the land of Mrs. Laura Robinson; running thence south 4-1/4° west 90.52 poles to the corner of the present fence at a point not far from Otter Creek; thence north 79° west 29 poles to a walnut tree; thence north 75° west 9 poles to a walnut tree; thence north 65.5° west 6.48 poles to an ash tree; thence north 71° west 5 poles to a post; thence north 85.5° west 3.56 poles to a post; thence south 85.5° west 9 poles to a post; thence north 80° west 12.64 poles to a forked sycamore tree; thence immediately crossing Otter Creek; south 13° west 128.72 poles to an oak stump; thence south 63-1/4° west 9.72 poles; thence south 68° west 4 poles; thence south 74° west 8 poles; thence south 87.5° west 3.76 poles to corner of fence at line of G. W. Morgan; thence north 3-1/2° east 174.68 poles with lines of Morgan, heirs of Bradford and heirs of Rucker and crossing Otter Creek and entering Otter Creek Road and with center of said road to a bend in the same; thence with the center of said road, north 32-3/4° east 20 poles; thence north 42-3/4° east 20 poles; thence north 67-1/2° east 10.52 poles; thence north 57° east 10 poles; thence south 87° east 33.66 poles; thence south 84-1/2° east 45.52 poles to the beginning, containing 85.95 acres, by survey of Erle Drake, all of calls

not running in center of Otter Creek Road run with the fence enclosing said tract. Included within the above described boundry but excluded therefrom by this instrument are the following tracts of land in Davidson County and more particularly described as follows: TRACT NO. 1:
Beginning at an iron pin in the centerline of the Old Otter Creek Road being in the easterly line of Forrest Rucker's property as shown in Deed Book 2301, page 309, Register's Office for Davidson County, Tennessee; thence north 7° 3' east 211.9 feet to an iron pin in the easterly right of way of Otter Creek Road; thence with a curve, being the easterly right of way of Otter Creek Road, having a radius of 597.96 feet a distance of 87.5 feet to the P.C. curve, being an iron pin; thence with the easterly right of way of Otter Creek Road, north 23° 0' east 245 feet to an iron pin; thence south 81° 47' east 1149.5 feet to an iron pin; thence south 15° 1' west 668 feet to a point in Otter Creek, Robinson's corner; thence with Robinson's line north 89° 24' west 14.7 feet to an iron pin; thence with Robinson's line south 89° 55' west 148.5 feet to an iron pin; thence north 80° 15' west 208.6 feet to a post; thence with Robinson's line south 15° 11' west 47.0 feet to a point in Otter Creek; thence leaving Robinson's line and severing the lands of Storey, north 70° 45' west 491.4 feet to an iron pin; thence north 59° 10' west 282.5 feet to the point of beginning, and containing 17.897 acres, more or less, and being the same real property conveyed to the Davidson County Board of Education by deed of record in Book 2693, page 211, Register's Office of Davidson County, Tennessee.
TRACT NO. 2: Beginning at a concrete monument at the northeast corner of Davidson County Board of Education property known as "Otter Creek Jr. High School", said monument being south 81° 47' east 1149.5 feet from the northwest corner of said property and the east margin of Otter Creek Road; thence easterly 250.39 feet with the southerly margin of the proposed road and with a curve to the left having a radius of 1349.12 feet to a concrete monument, end of curve; thence with the margin of said road, north 87° 35' east 442.49 feet to a concrete monument in the west property line of Paul Robinson; thence southerly with said Robinson's west line, south 4° 37' west 865 feet to a point in a fence post, said point being the common corner to said Robinson and Storey; thence westerly with a fence line, north 78° 13' west 477.94 feet to a point in a fence post; thence with the fence line, north 73° 23' west 148.50 feet to a concrete monument in the fence line; thence north 69° 01' west 198.13 feet to a concrete monument, said monument being the southeast corner of said school property; thence with the east line of said school property, north 15° 01' east 668 feet to the point of beginning, containing 14.56 acres, more or less, and being the same property conveyed by Carl D. Storey and wife, Julia Lyle Storey, to the Davidson County Board of Education by deed of record in Book 3430, page 279, Register's Office for said County.
TRACT NO. 3: Beginning at a point in the south margin of Otter Creek Road at an iron pin about .55 miles west of Granny White Pike, said point being opposite the center line of said road, at a point 1311.9 feet, more or less, west of the northeast corner of the property conveyed to Carl D. Storey and wife, Julia L. Storey, by deed of record in Book 1286, page 403, Register's Office for said County; thence with the margin of said road westerly, along a curve, 149.2 feet, more or less, to an iron pin; thence leaving said road, south 4° 15' east 265.18 feet to a spike; thence north 88° 5' east 158.81 feet to an iron pin; thence north 6° 39' west 300.67 feet to the beginning, and containing 1 acres, more or less, and being the same real property conveyed to Carl D. Storey, Jr. and wife, Mary Carney Storey, by deed from Carl D. Storey and wife, as of record in Book 2282, page 611, Register's Office for Davidson

County, Tennessee.

TRACT NO. 4: Beginning at a point in the southerly margin of Otter Creek Road at an iron pin which is the northwest corner of Tract No. 3 and which is approximately 3,014.2 feet from Granny White Pike; thence south 4 degrees 15 minutes east 265.18 feet to a spike; thence south 22 degrees 1 minute west 100.0 feet to a spike; thence north 76 degrees 31 minutes west 161.0 feet to a spike; thence north 47 degrees 20 minutes west 148.8 feet to an iron pin on the southwesterly margin of Otter Creek Road; thence with said road in a northeasterly direction around a curve 360.0 feet to the point of beginning and containing 1.52 acres more or less, or 66,400 square feet more or less, and being property retained by the grantors herein, Carl D. Storey and wife, Julia Lyle Storey.

BEING the same real property conveyed to Carl D. Storey and wife, Julia Lyle Storey by two deeds, one from Fletcher L. Williams and wife, of record in Book 1286, page 403, Register's Office for Davidson County, Tennessee, and the other from Henry Carter, et al, Trustees of Otter Creek Church of Christ, of record in Book 1760, page 317, said Register's Office.

This conveyance is made subject to an easement for the purpose of securing water from the well located on the premises of Tract 4 above, and which easement was conveyed with Tract 3 in a deed of record in Book 2275, page 301, and more particularly described in a deed of correction in Book 2282, page 611, Register's Office for Davidson County, as follows:

BEGINNING at a point in the south line of the tract conveyed to Edgar Wood and wife, by deed of record in Book 3179, page 466, 25.4 feet east of the southwest corner of same, thence southwesterly along a curve of radius 7.5 feet more or less, 38.3 feet more or less; south 58o 41' west for 36.6 feet more or less; southwesterly along a curve of radius 56.0 feet more or less for 30.4 feet more or less; thence south 89o 47' west for 25.9 feet more or less; thence north 86o 2' west for 32.4 feet more or less; thence northwesterly along a curve of radius 1.6 feet more or less for 2.4 feet more or less; thence north 6o 46' west for 21.5 feet more or less; thence south 83o 14' west for 10.0 feet; thence south 6o 46' west 21.5 feet more or less; thence southeasterly along a curve of radius 11.6 feet more or less for 16.1 feet more or less; thence south 86o 2' east for 32.8 feet more or less; thence north 89o 47' east 26.3 feet more or less; thence northeasterly along a curve of radius 66.0 feet more or less, for 35.8 feet more or less; thence north 58o 41' east for 36.6 feet more or less; thence northeasterly along a curve of radius 80.5 feet more or less for 48.8 feet more or less to the south line of the above described tract; thence along the south line of the above described tract, south 88o 5' west for 10.86 feet to the point of beginning.

The lien of this installment deed will be released as to the fourteen (14) lots bounded by Otter Creek Road on the north and the Metropolitan Board of Education property on the south by the payment of $5,000.00 cash per lot fronting on Otter Creek Road and $4,000.00 cash per lot not fronting on Otter Creek Road. All property south of the Board of Education property shall bee released by payment of $12,000.00 cash and with the further understanding that any and all lots not theretofore released shall be released at such time as the note is paid in full, it being agreed and understood that the lot release payments in the aggregate amount to more than the unpaid balance of the note secured by the lien of this installment deed.

And we, Carl D. Storey and wife, Julia Lyle Storey, have made and do hereby make, constitute and appoint, Carl D. Storey, Jr., as our true and lawful attorney in fact for us, and in our names and stead to execute for recordation in the Office of the Register's of Davidson County, Tennessee, an entry of release and satisfaction of the lien securing the unpaid purchase money note upon delivery to him of the payment of the sum set out hereinabove, and we do hereby ratify and confirm said release when so made in our name by said attorney in fact as fully and to the same extent as if the same had been executed by us. The death of one of us shall not operate to revoke this authority herein granted.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said H & S Development Company, Inc., its successors ~~XXXXXXX~~, ~~XXX~~ *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* H & S Development Company, Inc. its successors *(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 H & S Development Company, Inc. *hereinafter referred to as trustors, hereby transfer and convey unto* Carl D. Storey, 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:

CONT'D. NEXT PAGE

CONT'D. NEXT PAGE

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 31st *day of* December, *19* 64.









Carl D. Storey
CARL D. STOREY
Julia Lyle Storey
JULIA LYLE STOREY

H & S DEVELOPMENT COMPANY, INC.

BY: Reese L. Smith, Jr.
Reese L. Smith, Jr., President

ATTEST BY: Karl E. Haury
Karl E. Haury, Secretary

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Erwin M Entrekin, *a Notary Public in and for said County and State,* Carl D. Storey and wife, Julia Lyle Storey,

the within named 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* 31st *day of* December, *19* 64.

Erwin M. Entrekin *Notary Public*

Commission expires Feb 8, 1968

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STATE OF .....
COUNTY OF .....

Personally appeared before me, ... *a Notary Public in and for said County and State,* .....

the within named 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 .....

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Ervin M Entrekin, *a Notary Public of the State and County aforesaid, personally appeared* Reese L. Smith, Jr. *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* President *of the* H & S Development Company, Inc. *the within named bargainor, a corporation, and that* he *as such* President *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* him *self as* President

Witness my hand and seal, at office in Nashville
this 8th *day of* December, *19* 64

Ervin M Entrekin *Notary Public*

NOTARY PUBLIC DAVIDSON COUNTY TENN

Commission expires 2-8-68

Mail to Warfield + Entrekin, American Title

INSTALLMENT DEED

FROM

CARL D. STOREY and wife,

TO

JULIA LYLE STOREY

H & S DEVELOPMENT COMPANY, INC.

STATE TAX $ 112.50
PROBATE 50
TOTAL $ 113.00

APR 13 1965

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

PAID APR 13 1965

CT

76406

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

APR 13 2 56 PM '65

NOTED BOOK 111 PAGE 388
RECORDING FEE $ 5.00
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