INSTALLMENT DEED

MAP. 133

PAR. 88

For and in Consideration of the sum of - - - - - - - - - ($82,770.00) - - - - - - - - - - - - -

S.D. 7730

- - - EIGHTY TWO THOUSAND SEVEN HUNDRED SEVENTY AND NO/100 - - - - - - Dollars,

ms

of which - - - - - - - - - - - - - TEN THOUSAND AND NO/100 - - - - - - - - - - - - - - - Dollars,

P/o 148

has been paid in cash by Hillbrook Land Company, a Tennessee corporation, PAR 1

the receipt of which is hereby acknowledged, and for the remainder - - - - - - ($72,770.00) - - - -

- - - SEVENTY TWO THOUSAND SEVEN HUNDRED SEVENTY AND NO/100 - - - - - Dollars,

the said Hillbrook Land Company has executed one principal installment note in the sum of SEVENTY TWO THOUSAND SEVEN HUNDRED SEVENTY AND NO/100 ($72,770.00) DOLLARS, dated May 17, 1965, payable on or before eighteen months (18) from date, with interest from date at the rate of four per cent (4%) per annum, payable semi-annually. Said note is payable to the order of Roscoe B. McDowell, Sr., Charles W. McDowell, Sr., and Robert A. McDowell, Sr., and it is agreed that any portion may be released by payment of ONE THOUSAND FIVE HUNDRED AND NO/100 ($1,500.00) DOLLARS, per acre, together with accrued interest on the amount paid for such release,

~~all of said notes bearing six 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, Roscoe B. McDowell, Sr., Charles W. McDowell, Sr., and Robert A. McDowell, Sr.,

have this day bargained and sold, and do hereby transfer and convey unto the said Hillbrook Land Company, its successors ~~heirs~~ and assigns,

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certain real estate in Davidson County, Tennessee, as follows: in the 5th Civil District, being a portion of the McDowell property, lying to the north of Wallace Road, and to the south of the proposed Harding Place, and more particularly described according to a survey made by Turner Engineering Company, Inc., dated March 9, 1965, as follows:
BEGINNING at a point on the westerly margin of the tract herein described and the easterly margin of property now or formerly owned by Hagewood, said point being 40 feet from the center line of the proposed Harding Place and on the southerly margin of same; thence with the southerly margin of the proposed Harding Place, North 73° 16' East a distance of 2153 feet more or less to a point on the southerly margin of Kenilworth Estates, Section 4, Book 3300, page 35; thence with the southerly margin of said Kenilworth, South 87° 28' East a distance of 250 feet more or less to a point at the northeast corner of the property herein described; thence South 0° 13' West a distance of 1505.6 feet more or less to a point; thence South 75° 28' West a distance of 1505.6 feet more or less to a point; thence South 75° 28' West a distance of 250 feet more or less to a point; thence South 85° 34' West a distance of 148.75 feet to a point in the center of a proposed 50-foot road; thence in a northerly direction with the center line of said road and a 417.2 feet radius curve to the left a distance of 16.99 feet to a point; thence South 83° 14' West a distance of 146.72 feet to a point; thence North 43° 36' West a distance of 104.68 feet to a point; thence South 55° 55' West a distance of 93 feet to a point; thence North 87° 50' West a distance of 150.0 feet to a point in the center of a proposed 50 foot road; thence with same, South 2° 10' West a distance of 15 feet to a point; thence North 87° 50' West a distance of 140.8 feet to a point; thence North 42° 50' West a distance of 70.71 feet to a point; thence North 87° 50' West a distance of 555.0 feet to a point; thence South 89° 53' West a distance of 75.06 feet to a point on the northeasterly corner of a 0.27 acre tract conveyed to Nashville Electric Service; thence with north line of 0.27 acre tract, North 67° 20' West a distance of 80.07 feet to the northwest corner of same; thence with the west side of 0.27 acre tract, South 2° 10' West a distance of 154 feet to a point on the easterly line of said Hagewood property; thence with said easterly line, North 33° 25' West a distance of 870.4 feet to a point; thence North 15° 15' West a distance of 10 feet more or less, to the point of beginning, and containing 55.18 acres, more or less.
Being property conveyed to Roscoe B. McDowell, Sr., Charles W. McDowell, Sr., and Robert A. McDowell, Sr., by two deeds; one from Mrs. Kathryn Matthews Scheuerman, et al, as of record in Book 3183, page 234, and one from R. N. Travis and wife, as of record in Book 3315, page 544, both in said Register's Office.

Address New Owner: Hillbrook Land Company, 213 Olive Branch Road, Nashville, Tennessee 37205
Send Tax Bills: As above
Map-Parcel Nos.: 5D7730 and 5D-9910

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Hillbrook Land Company, 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 Hillbrook Land Company, its 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, we, the said Hillbrook Land Company

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

, the said Hillbrook Land Company

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.

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 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 , the said Hillbrook Land Company 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 Hillbrook Land Company 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; Hillbrook Land Company 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. Hillbrook Land Company 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. It 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 Hillbrook Land Company, 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 Olin White, 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 Roscoe B. McDowell, Sr., Charles W. McDowell, Sr., Robert A. McDowell, Sr., and Hillbrook Land Company, hereunto set our hands at Nashville, Tennessee, this the 17th day of May 19 65

ATTEST:

By: Virginia McClain
Secretary-Treasurer

HILLBROOK LAND COMPANY

By: James H. Brewer Jr.

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

STATE OF TENNESSEE
Davidson County

Personally appeared before me, William T. Butler, a Notary Public in and for said County and State, the within named Roscoe B. McDowell, Sr., Charles W. McDowell, Sr., and Robert A. McDowell, Sr.,

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 May, 1965.

William J. Butler, Notary Public.

Commission Expires October 19, 1968

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 _____

STATE OF TENNESSEE
Davidson County

Before me, Rebecca H. Carver, a Notary Public within and for the State and County aforesaid, personally appeared James H. Brewer and Virginia Mitchell with whom I am personally acquainted and who upon (his/their several oaths) acknowledged (himself/themselves) to be the President and Secretary-Treasurer respectively of the Hillbrook Land Company the within named bargainor, a corporation, and that (he/they) as such President and Secretary-Treasurer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said James H. Brewer as such President, and attesting the same by the said Virginia Mitchell as such Secretary-Treasurer

Witness my hand and official seal at office at Nashville, Tennessee on this the 20th day of May, 1965.

My commission expires February 1, 1969

Rebecca H. Carver
Notary Public

Murphree Mtg. Co. VM

INSTALLMENT DEED

FROM

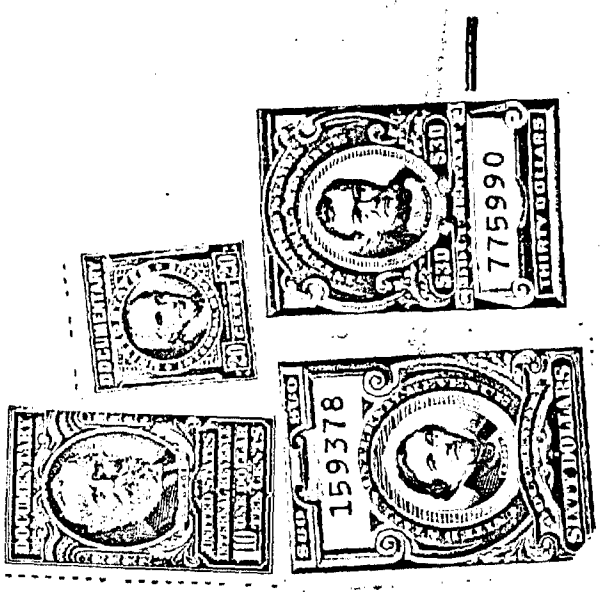
ROSCOE B. McDOWELL, SR. ET AL

TO

HILLBROOK LAND COMPANY

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.



81693

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

MAY 24 3 26 PM '65
NOTE BOOK 111 PAGE 421
RECORDING FEE 2.75
DEP. REG. 2

STATE TAX $124.16
PROBATE .50
TOTAL $124.66

MAY 24 1965

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID MAY 24 1965

CT