BOOK 3916 PAGE 382

Map 158
Par. 38-39

Prepared by:
Hofstetter & Hofstetter, Attorneys
304 American Trust Building
Nashville, Tennessee

Installment Deed

FOR AND IN CONSIDERATION of the sum of One Hundred Twenty-five Thousand Two Hundred Eighty and 00/100 ($125,280.00)---------- *Dollars, of which* Twenty-five Thousand Two Hundred Eighty and 00/100 ($25,280.00) ---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* of One Hundred Thousand and 00/100 Dollars ($100,000.00) J. M. Grissim and wife, Jean F. Grissim, Hunter B. Short and wife, Jean M. Short, and Mabel J. Austin, an unmarried person *have executed* one note in the principal amount of $100,000.00 payable to order of Charles M. Anderson and wife, Catherine N. Anderson, payable in four equal annual payments of $25,000.00 each plus interest at 4% per annum the first year and 5% per annum each year thereafter. First payment is due December 30, 1965, and a like payment of principal due December 30 for three consecutive years. Privilege is reserved to prepay note in full without penalty. Annual interest payments shall be on the entire unpaid balance,

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, we, Charles M. Anderson and wife, Catherine N. Anderson *have this day bargained and sold, and do hereby transfer and convey unto the said* J. M. Grissim, Hunter B. Short, and Mabel J. Austin, an unmarried person, their *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

TRACT NO. 1: (Parcel F. H. 2630)
Two tracts of land in Davidson County, Tennessee, described as follows: Being in the 7th Civil District of said County, described partly according to a survey by Blanchard & Parrish, Engineers, May 14, 1941, and partly according to a drawing by J. R. W uford & Company, Engineers, September 18, 1957, as follows:
BEGINNING at a point in the center line of Old Hickory Boulevard at the northeast corner of an 81.1 acre tract that was conveyed to H. Hamilton Hackney and wife, by deed from E. F. Langford and wife, as of record in Book 2142, page 376, Register's Office; thence with the center line of Old Hickory Boulevard, as follows: North 88° 45' west 438 feet to a point; north 84° 25' west 250 feet to a point; north 82° 49' west 196.7 feet to the southeast corner of a tract of land also conveyed to said H. Hamilton Hackney and wife; thence along Hackney's east line leaving Old Hickory Boulevard, north 5° east crossing an old abandoned road, 1,079 feet to an ash stump; thence north 85° 15' west 250 feet to a post; thence north 3° 50' east 1,202 feet to a stone; thence south 88° east 1,120 feet to a stone at the northwest corner of the John C. Jeffords Lands; thence with his west line, south 4° 15' west 2,311 feet to the point of beginning, containing 54.4 acres more or less.
TRACT NO. 2: (Parcel F. H. 2650)
Being in the 7th Civil District of said County, and described acoording to a copy of a survey made by J. R. Wauford & Co., Engineers, dated November 2, 1957, as follows:

BEGINNING at an iron pin in the northerly margin of Old Hickory Boulevard, being Anderson's southwest corner and the southeast corner of the herein described parcel; thence north 5° 00' east 1049.0 feet to an iron pin; thence north 86° 24' west 1793.3 feet to the inside of the corner of a rock fence; thence south 4° 57' west 817.1 feet to a point in the northerly margin of Old Hickory Boulevard; thence with the northerly margin of said Boulevard, south 78° 55' east 1696.6 feet to an iron pin; thence south 80° 29' east 105.2 feet to the point of beginning, containing 38.435 acres more or less.

Tract No. 1 being the same property conveyed to Catherine N. Anderson by deed from E. F. Langford and wife, as of record in Book 2698, page 499, Register's Office for Davidson County, Tennessee; and Tract No. 2 being the same property conveyed to Charles M. Anderson and wife, Catherine N. Anderson, by deed from H. Hamilton Hackney and wife, as of record in Book 2703, page 69, said Register's Office.

Said property is conveyed subject to two easements; one of record in Book 2298, page 400, Register's Office for Davidson County, Tennessee, and the other of record in Book 2280, page 214, said Register's Office, and by a roadway leading to a quarry along the westerly line of Tract No. 2.

Grantors agree to release any part of the premises herein conveyed upon prepayment at the rate of One Thousand Three Hundred Fifty Dollars ($1,350.00) per acre.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said J. M. Grissim, Hunter B. Short, and Mabel J. Austin, their ..... *(successors), 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* grantees ..... *(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 J. M. Grissim & wife, Jean F. Grissim, Hunter B. Short & wife, Jean M. Short, and Mabel J. Austin ..... *hereinafter referred to as trustors, hereby transfer and convey unto* O. B. Hofstetter, 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:

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 30th *day of* December, *19*64.

Charles M. Anderson

Catherine N. Anderson

J. M. Grissim

Mrs. Mabel J. Austin

Jean M. Grissim

Louis B. Short

Jean M. Short

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Eunice Miller, *a Notary Public in and for said County and State,* Charles M. Anderson and wife, Catherine N. Anderson

*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* 30th *day of* December, *19*64.

Eunice Miller *Notary Public*

Commission expires November 2, 1965

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STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, SAYDIE P. FOSTER, *a Notary Public in and for said County and State,* J. M. GRISSIM AND WIFE, JEAN F. GRISSIM, HUNTER B. SHORT AND WIFE, JEAN M. SHORT, AND MABEL J. AUSTIN *the within named 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 30TH *day of* DECEMBER, 1964

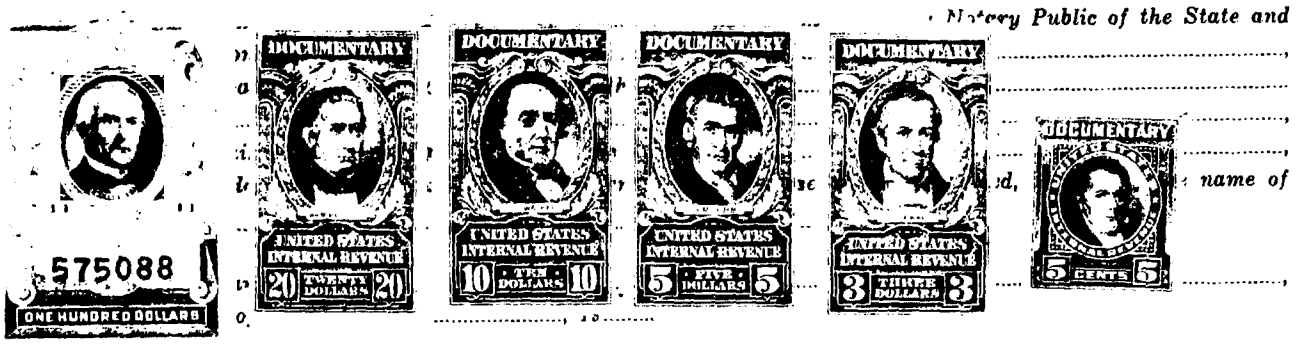
NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Saydie P Foster *Notary Public*

Commission expires NOVEMBER 2, 1968

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Notary Public of the State and



name of

Notary Public

Commission expires

INSTALLMENT DEED

FROM

CHARLES M. ANDERSON, ET UX,

TO

J. M. GRISSIM, ET AL,

90401

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

JUL 27 9 23 AM '65

NOTED: BOOK 112 PAGE 131
RECORDING FEE $ 3.00
DEP. REG.

STATE TAX $ 18.70
PROBATE $ 1.00
TOTAL $ 19.70

JUL 27 1965

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

PAID JUL 27 1965

Compliments of

Guaranty Title Company

A Division of

Kansas City Title Insurance Company

American Trust Building

S. W. Cor. Third & Union

NASHVILLE, TENNESSEE

HOFSTETTER & HOFSTETTER,
Attorneys