Send Tax Notice to: Doubleday & Co.
1700 Hayes
Nashville, Tennessee

BOOK 3962 PAGE 958

INSTALLMENT DEED

MAP 22
PAR 51, 112 mp

For and in Consideration of the sum of ----------

Twelve Thousand Five Hundred and No/100 ----------($12,500.00)---------- Dollars,

of which Two Thousand Five Hundred and No/100 --------($2,500.00)---------- Dollars,

has been paid in cash by B. B. Doubleday, Jr.

the receipt of which is hereby acknowledged, and for the remainder ----------

Ten Thousand and No/100 ----------($10,000.00)---------- Dollars,

the said B. B. Doubleday, Jr. has executed his promissory note of even date herewith payable to the order of the grantors herein in monthly installments of $111.03 each, including interest at the rate of 6% per annum, beginning 30 days from date, and a like sum monthly thereafter until the entire amount both principal and interest has been paid in full.

It is further agreed in said note that partial releases may be obtained upon the property herein described as follows: As to tract I: Upon the basis of $300.00 per acre and on fractional parts of acre upon the fractional of $300.00. As to Tract II: Upon the basis of $1,000.00 per acre and on fractional parts of an acre upon the fractional part of $1,000.00.

This property is unimproved

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, I, Harry D. Smith a widower ~~and wife, Marguerite E. Smith~~

have this day bargained and sold, and do hereby transfer and convey unto the said B. B. Doubleday, Jr. his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in the 14th Civil District of Davidson County, Tennessee, described according to a survey by H. D. Smith, September, 1965, as follows:

TRAC T I: Beginning at a point in the southerly margin of Claylick Road, the northeast corner of the subject tract; thence partially with a fence line south 1° East 2600 feet to an iron pin in a pile of rocks; thence South 88½° West 1650 feet to an iron pin in a fence line; thence with said fence line North 1½° East 1308 feet to a point; thence leaving said fence line North 56° East 1458 feet to a point, passing the southwest corner of Tract II (below) at 1108 feet; thence with the east line of said Tract II North 15° West 450 feet to a point in the southerly margin of Claylick Road, the northeast corner of Tract II and the northwest corner of the subject tract; thence with said margin of said Road North 75° East 270 feet to a point; thence South 86° East 260 feet to the point of beginning, containing 75 acres, more or less.

TRACT II: Beginning at a point in the southerly margin of Claylick Road, the same being the northeast corner of the subject tract and the northwest corner of Tract I (supra); thence with a part of the west line of Tract No. I South 15° East 450 feet to a point; thence South 56° West 350 feet to a point; thence North 4° West 596 feet to a point in the southerly margin of Claylick Road; thence with the margin of same, North 79° East 200 feet to the point of the beginning, containing 3.0 acres, more or less.

Being part of the same property conveyed to Harry D. Smith and wife, Marguerite E. Smith, by deed from Caroline Riley and husband, etals, of record in Book 2927, page 33, Register's Office for Davidson County, Tennessee.
The said Marguerite E. Smith having since died.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said B. B. Doubleday, Jr. heirs and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said B. B. Doubleday, Jr. his 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 B. B. Doubleday, Jr., and wife, Josephine Doubleday do hereby transfer and convey unto J. J. Foley, Jr., 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 B. B. Doubleday, Jr. 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 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 B. B. Doubleday, Jr. 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 B. B. Doubleday, Jr. 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 J. J. Foley, Jr., 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, ~~I~~ the said Harry D. Smith, a widower and ~~wife, Marguerite E. Smith~~ and B. B. Doubleday, Jr. and wife, Josephine Doubleday hereunto set our hands at Nashville, Tennessee, this the 24th day of November 1965

Harry D. Smith

B. B. Doubleday, Jr.

Josephine Doubleday

Legibility of Recording Document Unsatisfactory at Time Received.

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Jim Stevens, a Notary Public in and for said County and State, the within named ~~Harry D. Smith and wife, Marguerite E. Smith~~ and B. B. Doubleday, Jr., and wife, Josephine Doubleday

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 24th day of November, 19 65

Commission Expires My Commission Expires Nov. 6, 1968 , Notary Public.

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, _____, 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

MAIL TO: JIM STEVENS REALTY, INCORPORATED
5037 GILLIAM RD. NASHVILLE, TENN.

INSTALLMENT DEED

FROM
Harry D. Smith and wife,

TO
Marguerite E. Smith

B. B. Doubleday, Jr.

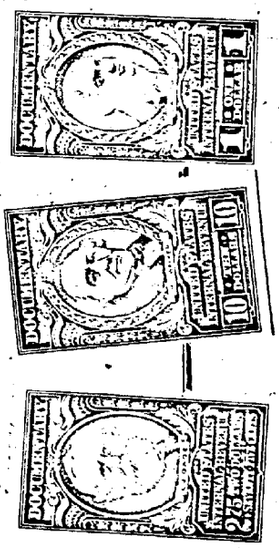
Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

This instrument prepared by:
J. J. Foley - Suhlman Bldg. Nash. Tenn.

08190

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

Nov 29 11 04 AM '65
NOTE BOOK 113 PAGE 76
RECORDING FEE $ 2.50
DEP. REG. 1



STATE TAX $ 18.75
PROBATE .50
TOTAL $ 19.25

NOV 26 1965

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

PAID NOV 26 1965