Deed

BOOK 3964 PAGE 92

MAP 145
% PAR 52
MP.

Installment Deed

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED SIXTY THOUSAND EIGHT HUNDRED THIRTY & NO/100 - - - - - - - - - - ($160,830.00) - - - - - - - - - *Dollars,*

of which THIRTY THOUSAND ONE HUNDRED ($30,100.00) - *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder ONE HUNDRED THIRTY THOUSAND SEVEN HUNDRED THIRTY ($130,730.00) - - - - - - - - - - - - - - - - - *Dollars,*

Haury & Smith Investment Company, a partnership composed of Karl E. Haury and Reese L. Smith, Jr. *has executed*

one note of even date herewith, payable to the order of "Ourselves" and endorsed by Karl E. Haury and Reese L. Smith, Jr., due on or before ten (10) years from date, with interest at five (5%) percent, payable annually

STATE TAX $ 241.25
PROBATE .50
TOTAL $ 241.75
DEC 1 1965
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

PAID DEC 1 - 1965

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, Paul D. Robinson and wife, Irene C. Robinson,

have this day bargained and sold, and do hereby transfer and convey unto the said Haury & Smith Investment Company, a partnership composed of Karl E. Haury and Reese L. Smith, Jr., their *(successors), heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows: A tract of land in the 7th Civil District of Davidson County, Tennessee, and being more particularly described according to a survey made by Barge, Waggoner and Sumner, Engineers, May 14, 1963, as follows:

Beginning at a point in the south margin of Otter Creek Road, said point being the northeast corner of the property conveyed to Edgar W. Wood by deed of record in Book 3179, page 466, Register's Office for said County; thence south 84° 29' east 770.5 feet with said margin of Otter Creek Road to the beginning of a curve to the left; thence easterly 434.3 feet with a curve to the left having a radius of 11484.16 feet and a central angle of 2° 10' to a point; thence south 86° 39' east 358.9 feet continuing with said south margin of Otter Creek Road to a point in the west margin of Granny White Pike; thence south 13° 51' west 2111.8 feet with said margin of Granny White Pike to the beginning of a curve to the left; thence southerly 106.6 feet with a curve to the left having a radius of 2884.79 feet and a central angle of 2° 07' to a corner fence post, said point being the northeast corner of Carl K. Seyfert property; thence north 86° 39' west 1828.1 feet with said Seyfert's northerly line and along a meandering fence line to a corner fence post, the northwest corner of said Seyfert's property; thence south 5° 30' west 651.0 feet with said Seyfert's west line and along a meandering fence line to a corner fence post in the north line of I. F. Elliott's property; thence north 85° 28' west 849.0 feet with with said Elliott's north line and along a meandering fence to a point in the east line, of Carl Storey, Sr. property; thence north 13° 51' east 1586.0 feet with said Storey's east line and along a meandering fence line to a concrete monument in the

continued

south line of Davidson County Board of Education property; thence south 80° 15' east 208.6 feet to a concrete monument; thence north 89° 55' east 148.5 feet to a concrete monument; thence north 88° 57' east 38.7 feet to a concrete monument; thence south 89° 24' east 14.7 feet to a concrete monument; thence south 69° 01' east 198.1 feet to a concrete monument; thence south 73° 23' east 148.5 feet to a corner fence post; thence south 78° 13' east 477.9 feet to a corner fence post, said point being the southeast corner of said Davidson County Board of Education property; thence north 4° 37' east 865.0 feet with the east line of said Davidson County and a fence line to a concrete monument, the southeast corner of Carl Storey, Sr. property; thence north 5° 00' east 603.1 feet with a fence line and the east line of said Storey and Wood property to the point of beginning, containing 107.25 acres, more or less, including 0.03 acres contained in a cemetery lot within subject bounds.

Being part of the real property inherited by Paul D. Robinson, as the only heir-at-law of Laura Robinson, deceased, the said Paul D. Robinson having subsequently conveyed an interest to his wife, Irene C. Robinson, by deed recorded in Book 2641, Page 127, Register's Office for Davidson County, Tennessee, for the purpose of creating an estate by the entireties in said property.

This conveyance is made subject to:

Rights and privileges set out in agreement between Laura Robinson and Winston Baird, of record in Book 467, Page 18, Register's Office for Davidson County, Tennessee; and

Graveyard of one-half acre for a family burying ground reserved in deed from Margaret N. Smith, et al to Laura Robinson, of record in Book 372, Page 30, Register's Office for Davidson County, Tennessee.

This tract is unimproved. Send tax statements to Haury & Smith Investment Company
2017 Belmont Blvd.
Nashville, Tennessee.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Haury & Smith Investment Company, a partnership composed of Karl E. Haury and Reese L. Smith, Jr., 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.* except taxes for 1963

The purchaser hereunder contemplates using said property for farming purposes. However, it is understood and agreed that the purchaser may sell all or any part of said property to a subdivision developer to subdivide same into lots for residential purposes. The sellers, their heirs, representatives and assigns, do hereby agree that any specific lot or parcel of land designated by the purchaser, its successors and/or assigns shall be released by the Trustee hereunder upon tender to the sellers of the sum of $3,000.00 per lot of one acre, more or less; or upon the tender to the sellers of the sum of $5,000.00 per lot of two acres, more or less, until such time as the note has been satisfied in full, at which time, the remaining land, not theretofore released, shall be released by the Trustee without further payment.

All such amounts received by the sellers shall be credited first to the unpaid interest and remainder to balance of the installment note secured herein, and an appropriate release of the lien of installment deed, in form satisfactory to the purchaser herein will be executed by the Trustee and delivered to the purchaser for registry in the Register's Office of Davidson County, Tennessee, simultaneously with such tender of payment for the release of such land.

We, Paul D. Robinson and wife, Irene C. Robinson, have made and do hereby make, constitute and appoint William F. Carpenter, 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 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 sums 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.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Haury & Smith Investment Company, a partnership composed of Karl E. Haury and Reese L. Smith, Jr., their (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 Haury & Smith Investment Company, a partnership composed of Karl E. Haury and Reese L. Smith, Jr. hereinafter referred to as trustors, hereby transfer and convey unto Wm. F. Carpenter, 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 5th day of June, 19 63

CONT'D. NEXT PAGE

CONT'D. NEXT PAGE

Paul D. Robinson

Irene C. Robinson

HAURY & SMITH INVESTMENT COMPANY
a partnership composed of Karl E. Haury
and Reese L. Smith, Jr.

By: Karl E. Haury

Reese L. Smith, Jr.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Thomas S. Bentel, *a Notary Public in and for said County and State,* Paul D. Robinson and wife, Irene C. Robinson, ~~and Karl E. Haury and Reese L. Smith, Jr.~~ *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* 5th *day of* June, *19* 63

Thomas S. Bentel *Notary Public*

Commission expires My Commission Expires Oct. 19, 1966

NOTARY PUBLIC DAVIDSON CO.

[illegible] LVCE 02

STATE OF Tennessee }
COUNTY OF Davidson }

BOOK 3964 PAGE 95

Personally appeared before me, Richard A. Jones, *a Notary Public in and for said County and State,* Karl E. Haury and Reese L. Smith, Jr. d/b/a Haury & Smith Investment Company *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* 6 *day of* June, *19*63

Richard A. Jones, Notary Public

Commission expires May 1, 1967

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ..., *a Notary Public of the State and County aforesaid, personally appeared* ..... *with whom I am personally acquainted, and who, upon oath, acknowledged* .....self *to be* ..... of the ..... *the within named bargainor, a corporation, and that* .....he *as such* ..... *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporatoin by* .....self *as* .....

Witness my hand and seal, at office in ..... *this* .....*day of* ....., *19*.....

.....Notary Public

Commission expires .....



INSTALLMENT DEED

FROM PAUL D. ROBINSON, ET UX

TO HAURY & SMITH INVESTMENT COMPANY

08635

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

DEC 1 3 22 PM '65

NOTED: BOOK 113 PAGE 99
RECORDING FEE $ 3.75
DEP. REG. 2

3.75

File Amer Tr Estate

Compliments of
Guaranty Title Company
A Division of
Kansas City Title Insurance Company
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE