Installment Deed

BOOK 3964 PAGE 100

This instrument was prepared by ERVIN M. ENTREKIN, Attorney. Law firm of Warfield & Entrekin, American Trust Building, Nashville, Tennessee.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
H & S Development Co., Inc.		MAP 145
(NAME:) 2401 Granny White Pike	(NAME:) Same as New Owner	P/O PAR 52
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee	(STREET ADDRESS)	mp
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED, EIGHTY-EIGHT THOUSAND, NINE HUNDRED, EIGHTY-TWO and NO/100------($188,982.00)----------*Dollars, of which* TWENTY-NINE THOUSAND and NO/100----------($29,000.00)----------*Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* ONE HUNDRED, FIFTY-NINE THOUSAND, NINE HUNDRED, EIGHTY-TWO and NO/100----($159.982.00)------*Dollars,*

H & S DEVELOPMENT COMPANY, INC., *has executed* its note of even date herewith in the principal amount of Twenty-Nine Thousand, Two Hundred, Fifty-Two and No/100 ($29,252.00) Dollars, payable to the order of Haury & Smith Investment Company, a partnership, and due and payable on or before ninety (90) days from the date hereof, which note includes only principal, there being no interest payable thereon, and assume and agree to pay the balance of a note in the original amount of $130,730.00, dated June 5, 1963,

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

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

H & S DEVELOPMENT COMPANY, INC., a Tennessee corporation,

its *(successors), 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 11,484.16 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 2,111.8 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 2,884.79 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 1,828.1 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 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 1,586.0 feet with said Storey's east line and along a meandering fence line to a concrete monument in the 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,

BEING part of the same real property conveyed to Haury & Smith Investment Company by deed from Paul D. Robinson and wife, Irene C. Robinson, which deed is of record in Book 3964, page 92, Register's Office for Davidson County, Tennessee.

Included in the above description but excluded therefrom for the purposes of this conveyance is the following described property: BEGINNING at a point in the west margin of Granny White Pike whose right-of-way is 40' and being south 17° 21' west, a distance of 353.83 feet from the intersection of the right-of-ways of said Granny White Pike and the south margin of Otter Creek Road, whose right of way is 50'; thence leaving said Granny White Pike, north 72° 39' west, a distance of 271.20 feet to a point; thence north 6° 53' east, a distance of 299.00 feet to a point in the south margin of said Otter Creek Road; thence with said margin, south 83° 07' east a distance of 331.31 feet to the intersection of aforesaid right-of-ways of Otter Creek Road and Granny White Pike; thence with the west margin of Granny White Pike, south 17° 21' west, a distance of 353.83 feet to the point of beginning and containing 2.23 acres, more or less, as per survey by Turner Engineering Company, dated November 17, 1965.

This conveyance is made subject to rights and privileges set out in an agreement between Laura Robinson and Winston Baird, of record in Book 467, page 18, said Register's Office, and a graveyard reserved in a deed of record in Book 372, page 30, Register's Office for Davidson County, Tennessee.

This is { unimproved / improved } property, known as ..... (House Number) (Street) P. O. Address: (City or Town)

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., a Tennessee corporation, its ..... *(successors), 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 for the lien of an installment deed of record in Book ____, page ____, said Register's Office.

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), 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* Ervin M. Entrekin, *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 26th *day of* November, *19* 65

192102





HAURY & SMITH INVESTMENT COMPANY, a partnership

BY: Reese L Smith Jr

Reese L. Smith, Jr., Partner

BY: Karl E. Haury

Karl E. Haury, Partner

H & S DEVELOPMENT COMPANY, INC. a corporation

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, Patricia Ann Hooten, *a Notary Public in and for said County and State,* Reese L. Smith, Jr. and Karl E. Haury, partners in Haury & Smith Investment Company, a partnership,

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* 26th *day of* December, *19* 65.

Patricia Ann Hooten, *Notary Public*

PATRICIA ANN HOOTEN NOTARY PUBLIC STATE AT LARGE STATE OF TENNESSEE

Commission expires My Commission Expires Jan. 18, 1969

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, Erwin M. Entrikin, *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, Tennessee, *this* 1st *day of* November, *19* 65

E. M. Entrikin
.....*Notary Public*

Commission expires 2-8-68

ERWIN M. ENTRIKIN NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE TAX $ 283.48
PROBATE 50
TOTAL $ 283.98
DEC 1 1965
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID DEC 1 - 1965

INSTALLMENT DEED

FROM

HAURY & SMITH INVESTMENT COMPANY, a Partnership

TO

H & S DEVELOPMENT COMPANY, INC., a Tennessee Corporation

08637

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

DEC 1 3 30 PM '65
NOTED: BOOK 113 PAGE 100
RECORDING FEE $ 2.50
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

Ret. Amer. Trust Bldg.