Tax Bill
Mail to Hermitage Homes, Inc
3610 Nolensville Rd
Nashville, Tenn 37211

BOOK 3972 PAGE 52

This Instrument Prepared By:
Harry S. Lester
1115 Stahlman Building
Nashville, Tennessee

INSTALLMENT DEED

MAP 161-4
Par. 28.1
MS
} no Improvements

FOR AND IN CONSIDERATION OF the sum of Fifty Five Thousand and no/100 ($55,000.00) Dollars, of which Ten Thousand and no/100 ($10,000.00) Dollars has been paid in cash by Hermitage Homes, Inc. the receipt of which is hereby acknowledged, and for the remainder Forty Five Thousand and no/100 $45,000.00) Dollars, the said Hermitage Homes, Inc. has executed an installment deed note, said note bearing six per cent interest (except on the first annual Five Thousand and no/100 $5,000.00) Dollars payment,) 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, The Most Reverend William L. Adrian, Bishop of the Roman Catholic Diocese of Nashville, and successors in Office, have this day bargained and sold, and do hereby transfer and convey unto the said Hermitage Homes, Inc., its heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A tract or parcel of land located in Davidson County, Tennessee, described as follows:

192117



Beginning at a point in the southerly boundary line of Tusculum Road at a corner 450 feet west of Nolensville Road, (said corner being the northwest corner of the land of F. M. McPherson); thence with the line of F.M. McPherson's land south ten degrees, 32 minutes, 30 seconds east 458.67 feet to an iron pin in the said line; thence continuing with the McPherson line south 12 degrees, 14 minutes east 670.41 feet to an iron pin (being the southwest corner of McPherson's land) thence westerly with the northerly line of Kingswood Park Subdivision 1006.40 feet to a point; (said point being the southwest corner of tract #2 and tract #1 as shown on a boundary survey of 32.69 acres, the property of the Catholic Diocese of Nashville, said survey having been made by James S. Murphy, Jr.) thence north 3 degrees, 46 minutes, 57 seconds east 928.28 feet to a point in the southerly line of Tusculum Road (being the northeast corner of tract #2 and tract #1 as cited above); thence with the southerly line of Tusculum Road, 80 degrees, 40 minutes east 669.44 feet to a point in said line; thence 78 degrees, 56 minutes, 30 seconds east 57.49 feet to the point beginning, and containing 20.01 acres.

BEING part of the same property conveyed to "The Most Reverend William L. Adrian, Bishop of the Roman Catholic Diocese of Nashville, and successors in Office" by deed from W. L. Bainbridge Company of record in Book 3903, page 845, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD SAID real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Hermitage Homes, Inc., its 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 Hermitage Homes, Inc., its 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 Hermitage Homes, Inc. do hereby transfer and convey unto Harry S. Lester, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid only.

We, the said Hermitage Homes, Inc. 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 interest may appear.

We 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 we 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 we, the said Hermitage Homes, Inc. 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 we fail to pay any one of said notes or any part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; if we 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. We 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. We further agree that, in the event the Trustee fails, before selling said property, as herein provided, to enter and take 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 Hermitage Homes, Inc. its 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 Harry S. Lester, 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 Hermitage Homes, Inc. and the Most Reverend William L. Adrian, Bishop of the Roman Catholic Diocese of Nashville, and successors in Office, hereunto set our hands at Nashville, Tennessee, this the 23rd day of December, 1965.

William L Adrian } Bishop of the R.C. Diocese of Nashville

Robert T. Coleman, President

Hermitage Homes, Inc

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, RICHARD QUICK a Notary Public in and for said County and State, the within named The Most Reverend William L. Adrian, Bishop of the Roman Catholic Diocese of Nashville, and successors in Office, the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 23rd day of December, 1965.



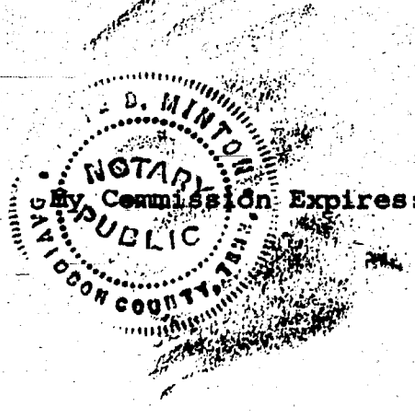
Richard Quick
NOTARY PUBLIC

My Commission Expires: 29 April 1969

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Faye D. Minton, a Notary Public within and for the State and County aforesaid, Robert T. Coleman, with whom I am personally acquainted and who upon his oath acknowledged himself to be the President of the Hermitage Homes, Inc., the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said Robert T. Coleman as such President.

Witness my hand and official seal at Nashville, Tennessee on this the 23rd day of December, 1965.



Faye D. Minton
NOTARY PUBLIC

My Commission Expires: 1-29-69

STATE TAX $ 82.50
PROBATE .50
TOTAL $ 83.00

DEC 27 1965

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID DEC 27 19[illegible]

FROM:

The Most Reverend William L. Adrian, Bishop of the Roman Catholic Diocese of Nashville, and successors in Office

TO:

Hermitage Homes, Inc.

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN.
DEC 27 10 12 AM '65
NOTED BOOK 1 13 PAGE 23
RECORDING FEE 3.25
DEP. REG.

1 1 5 2 3

INSTALLMENT DEED

Mail to
Hermitage Homes, Inc
3610 Nolensville Rd
Nashville
Tenn

Harry S. Lester

BOOK 3972 PAGE 57