Installment Deed

BOOK 3992 PAGE 144

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Estes-Taylor Company (NAME)	Same (NAME)	F. H. No. 400
2407- 12th Ave. So. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	F. H. No 11272
Nashville, Tennessee (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	Map 145-7P. 1 Map 148 Par 33 mp

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED TWO THOUSAND THREE HUNDRED SEVENTY-FIVE & NO/100 ----------($102,375.00)---------- *Dollars, of which* Twenty-Nine Thousand Six Hundred Eighty-Eight & 75/100 ----------($29,688.75)---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* SEVENTY-TWO THOUSAND SIX HUNDRED EIGHTY-SIX & 25/100 ----------($72,686.25)---------- *Dollars,*

Estes-Taylor Company, a corporation, chartered under the laws of the State of Tennessee *has executed*

Five (5) notes of even date herewith, the first Four (4) of which are in the principal sum of $10,000.00 each and the fifth (5th) in the sum of $32,686.25, payable to the order of "Ourselves" and endorsed by the maker, the first note being due and payable on the _____ day of February, 1967, and one on the _____ day of February each year thereafter until all are paid, with interest at the rate of five and one-half percent (5-1/2%) per year, payable semi-annually,

Mail to Estes-Taylor Co 2407 12th Ave So Nashville

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 Estes-Taylor Company, a corporation, its successors (~~successors~~) and assigns,

certain real estate in Davidson County, Tennessee, as follows: Land in the 7th Civil District of Davidson County, Tennessee, described according to a survey made by Barge, Waggoner and Sumner, Inc., February 8, 1966, as follows:

Beginning at a point in the centerline of Granny White Pike, said point being in the north line of William Parish property; thence north 54° 22' west 219.6 feet to a point, a common corner to said Parish property; thence south 49° 30' west 116.0 feet with said Parish's westerly line to a point in the north line of Stephen Sisney; thence north 56° 59' west 306.6 feet to a point; thence north 56° 22' west 200.0 feet to a point, said point being a corner to said Sisney; thence south 29° 56' west 1013.9 feet to a point, said point being the southwest corner of said Sisney and in the north line of John Overton; thence north 75° 08' west 210.3 feet with said Overton's line to a point in the east boundary of Laurel Ridge, Section 3, as of record in Book 3600, page 9, Register's Office for said County; thence north 0° 18' west 350.0 feet to a point; a corner to said subdivision and G. W. Dunn; thence north 4° 11' east 423.4 feet to a point in said Dunn's east line; thence north 2° 06' east 1018.9 feet to a point in said Dunn's line; thence north 6° 11' east 561.6 feet to a point in the southerly margin of Tyne Boulevard and a corner to said Dunn property; thence northeasterly 38.98 feet with the southerly margin of Tyne Boulevard and a curve to the left having a radius of 702.91 feet to a point in the westerly boundary line of Roselawn Estates as of record in Book

This deed prepared by: Henry Goodpasture
American Trust Building

3106, page 86, Register's Office for said County; thence south 6° 11' west 297.0 feet to a point, said point being the southwest corner of said subdivision; thence south 84° 45' east 1096.0 feet to a point at the southeast corner of said subdivision and the southwest corner of the Brown property; thence south 87° 01' east 330.0 feet to a point in Brown's south line; thence south 87° 14' east 631.8 feet with said Brown's line to a point in the centerline of Granny White Pike; thence south 14° 33' west 317.0 feet with said centerline to a point; thence north 75° 27' west 50.0 feet to a point; thence westerly 173.82 feet with a curve to the left having a radius of 425.00 feet, a central angle of 23° 26' to a point; thence south 81° 07' west 86.67 feet to a point; thence westerly 181.74 feet with a curve to the right having a radius of 766.24 feet, a central angle of 13° 35' 22" to a point; thence south 4° 42' 22" west 130.56 feet to a point; thence south 74° 28' east 450.0 feet to a point in the centerline of Granny White Pike; thence south 14° 33' west 324.4 feet to a point in the centerline of Granny White Pike; thence southwesterly 614.79 feet with said centerline and a curve to the right having a radius of 716.20 feet, a central angle of 49° 11' to a point; thence south 63° 44' west 67.9 feet to a point in said centerline; thence southwesterly 136.43 feet with said centerline and a curve to the left having a radius of 818.51 feet, a central angle of 9° 33' to the point of beginning, containing 65.07 acres, more or less.

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 of record in Book 2641, page 127, Register's Office for said County for the purpose of creating an estate by the entireties, and the remainder of premises was conveyed to Paul D. Robinson and wife, Irene C. Robinson, by quitclaim deeds from Ben Forrest Uhl, Jr., of record in Book 3789, page 415, from Sam P. Uhl, of record in Book 3789, Page 417, and from Mrs. Ben Forrest Uhl, Sr., of record in Book 3789, Page 419, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to Easement for right-of-way of Granny White Pike lying within boundaries of premises herein described.

~~Unimproved~~ ( )
This is 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 Estes-Taylor Company, a corporation, its successors ~~and assigns~~, ~~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 1966 which have been prorated and assumed by the Grantee.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Estes-Taylor Company, a corporation, its successors ~~and assigns~~, ~~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 Estes-Taylor Company *hereinafter referred to as trustors, hereby transfer and convey unto* Henry Goodpasture, *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

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 22nd *day of* Feb. *, 19* 66.

Paul D. Robinson
(Paul D. Robinson)

Irene C. Robinson
(Irene C. Robinson)

ATTEST:

Jean Arnold
Secretary

ESTES-TAYLOR COMPANY

By J. Frank Estes
President

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Jean Arnold, *a Notary Public in and for said County and State,* Paul D. Robinson and wife, Irene C. Robinson

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* 22nd *day of* February, *19* 66

Mrs Jean Arnold *Notary Public*

Commission expires MY COMMISSION EXPIRES MAY 3, 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*.....

Commission expires.....*Notary Public*

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Jean Arnold, *a Notary Public of the State and County aforesaid, personally appeared* J. Frank Estes, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* President *of the* Estes-Taylor Company, *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 corporatoin by* him *self as* President, the corporation having no corporate seal.

Witness my hand and seal, at office in Nashville, Tennessee, *this* 25th *day of* February, *19*66

Commission expires MISSION EXPIRES MAY 3, 1969 Mrs Jean Arnold *Notary Public*

STATE TAX $ 153.56
PROBATE $ 15.50
TOTAL
FEB 28 1966
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID FEB 28 1966

18953

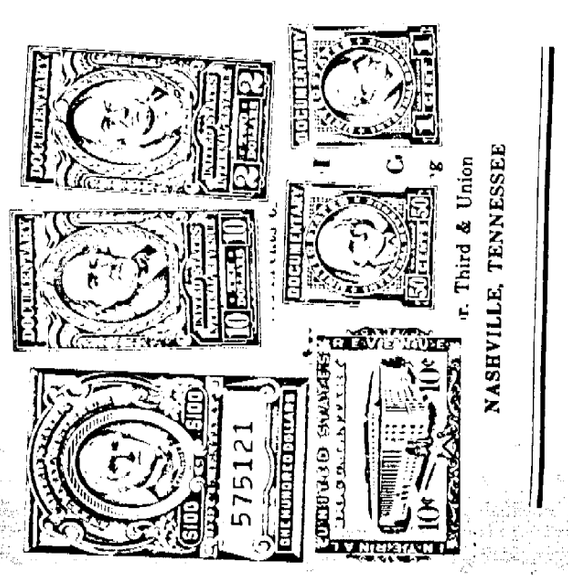
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

FEB 28 11 49 AM '66
NOTE BOOK 113 PAGE 568
RECORDING FEE $ 2.75
DEP. REG. 4

INSTALLMENT DEED

FROM PAUL D. ROBINSON, ET UX

TO ESTES-TAYLOR COMPANY



r. Third & Union
NASHVILLE, TENNESSEE