Installment Deed

SEND NEW OWNER S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
J. B. Downey, Trustee (NAME)	J. B. Downey, Trustee (NAME)	Map 160
990 Davidson Dr. (STREET ADDRESS OR ROUTE NUMBER)	990 Davidson Dr. (STREET ADDRESS)	Par. 4 -
Nashville 5, Tenn. (CITY) (P. O. ZONE) (STATE)	Nashville 5, Tenn. (CITY) (ZONE) (STATE)	BOOK 3992 PAGE 756

FOR AND IN CONSIDERATION of the sum of Five Hundred Forty-three Thousand, One Hundred Eighty and no/100 ($543,180.00) Dollars, of which One Hundred Thirty-five Thousand, Seven Hundred Ninety-five and no/100 ($135,795.00) Dollars has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder of Four Hundred Seven Thousand, Three Hundred Eighty-five and no/100 ($407,385.00) Dollars, J. B. Downey, Trustee, not personally or individually, but as Trustee for a syndicate engaged in a joint venture, has executed a promissory note in the principal amount of Four Hundred Seven Thousand, Three Hundred Eighty-five and no/100 ($407,385.00) Dollars, payable in five (5) equal annual installments of Eighty-one Thousand, Four Hundred Seventy-seven and no/100 ($81,477.00) Dollars, beginning March 1, 1967, payable to the order of Sarah S. Stengel, Marie S. Woolwine, Viola S. Baulch, and Elizabeth S. Johnston, with interest on the reducing unpaid balance at the rate of five (5%) per cent per annum, payable semi-annually on the first (1st) days of September and March in each year, beginning September 1, 1966, the note further providing for prepayment of any portion of the principal in multiples of One Thousand and no/100 ($1,000.00) Dollars without penalty, 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, SARAH S. STENGEL, MARIE S. WOOLWINE, VIOLA S. BAULCH and ELIZABETH S. JOHNSTON, have this day bargained and sold, and do hereby transfer and convey unto the said J. B. DOWNEY, Trustee, with full power to mortgage, sell and convey without the joinder of any present or future beneficiary, his successors and assigns, certain real estate in Davidson County, Tennessee, as follows:

A tract of land in the 7th, formerly the 11th, Civil District of Davidson County, Tennessee, being all of lots Nos. 17, 18, 19, 20, 21, 23, 25 and 26 on the Plan of Brentwood, as of record in book 161, page 3, Register's Office for said County; the northwest corner of a tract of land assigned to Harding Scales in the partition of the real estate of Robert Scales, deceased, a plan of which is of record in Minute Book "J", page 666, County Court for said County; and part of the 512 acre tract of Eliza T. Baxter Heirs as shown on plan of record in book 161, page 23, said Register's Office; and four additional tracts, all of which are described together according to a survey made by Barge, Waggoner and Sumner, Engineers, February, 1964, as follows:

This instrument prepared by:
Thomas M. Evans, Attorney
710 Third National Bank Bldg.
Nashville, Tennessee, 37219.

STATE TAX $ 814.77
PROBATE .50
TOTAL $ 815.27

MAR 1 1966

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

PAID MAR 1 1966

Beginning on the westerly margin of Franklin Road, Highway No. 31, as relocated, at the intersection of the same and a point in the southern boundary line of the property conveyed to Anthony Phillips, of record in book 231, page 384, said Register's Office; thence with the westerly margin of said Franklin Road south 49° 15' west 173.5 feet, south 43° 00' west 294.7 feet, south 35° 49' west 307.8 feet, south 34° 18' west 382.1 feet, south 55° 42' east 50 feet, south 34° 18' west 150 feet, south 55° 42' east 17 feet, and south 34° 18' west 1,533.3 feet to a point in the northern boundary line of the Howard Gardner property; thence with said Gardner's property north 77° 27' west 116.6 feet; thence north 6° 31' east 1,026.4 feet to a point in the southern boundary line of the Sue Perkins tract; thence with the same south 53° 05' east 230 feet to said Perkins' southeast corner; thence with said Perkins' easterly boundary line north 37° 25' east 300 feet to said Perkins' northeast corner; thence with said Perkins' northern boundary line north 51° 35' west 415.2 feet to a point in the eastern boundary line of the Edward E. Young property; thence with said Young's eastern boundary line north 6° 31' east 44.1 feet to said Young's northeast corner; thence with said Young's northern boundary line north 79° 00' west 449.5 feet to a point in the northeast corner of the Edwin L. Folghum property; thence with said Folghum's northern boundary line north 80° 16' west 205 feet to the northeast corner of Lem M. Crosthwait's property; thence with said Crosthwait's northern boundary line north 82° 28' west 210 feet to the northeast corner of the Harold Seligman property; thence with said Seligman's northern boundary line north 83° 58' west 210 feet to the northeast corner of the T. L. Clemmons property; thence with said Clemmons' northern boundary line north 84° 09' west 1,279.7 feet to the northeast corner of Calvin Houghland property; thence with Houghland's northern boundary line north 83° 28' west 296.2 feet to the northeast corner of the George T. Hicks property; thence with said Hicks' northern boundary line north 80° 14' west 520 feet; thence north 11° 47' east 243 feet to a point in Fred H. Hall's property; thence with said Hall's eastern boundary line north 8° 55' east 1,357 feet to a point in the southern boundary line of the W. D. Hardeman, Jr. property; thence with said Hardeman, Jr.'s southern boundary line north 65° 59' east 658.4 feet, and north 76° 54' east 1,221 feet to said Hardeman's southeast corner; thence with said Hardeman's eastern boundary line north 7° 43' east 939.1 feet to said Hardeman's northeast corner; thence with said Hardeman's northern boundary line north 81° 46' west 963.5 feet to a point in the eastern boundary line of the George A. Collin, Trustee property; thence with said Collin's eastern boundary line north 7° 29' east 742.3 feet; thence north 85° 44' east 1,634.4 feet; thence north 14° 50' east 255.3 feet; thence north 35° 20' east 544.5 feet; thence north 75° 45' east 445.9 feet; thence north 7° 34' east 57 feet to a point in the southern boundary line of the Forest Hills Subdivision, Sections 2 and 4, of record in book 1424, page 17, and 2331, page 156, said Register's Office; thence with the southern boundary line of said Subdivisions as follows: South 82° 37' east 826.4 feet, south 6° 55' west 459.2 feet, and south 83° 00' east 1,636.9 feet to the westerly margin of Franklin Road as relocated; thence with the same as follows: South 20° 59' west 61 feet, south 13° 22' west 465.2 feet, south 3° 51' west 308.4 feet, south 2° 15' west 919.4 feet, south 3° 44' west 291.4 feet, south 14° 25' west 481.3 feet, south 34° 15' west 420.1 feet, and south 44° 31' west 918.9 feet to a point in the Anthony Phillips property; thence with said Phillips' line as follows: North 5° 36' east 306.7 feet, north 83° 02' west 538.6 feet, south 31° 24' west 273.3 feet, and south 50° 38' east 526.5 feet to the beginning.

Said property was devised to Viola Sudekum Slack, Elizabeth Sudekum Johnston, Sarah Sudekum Stengel, and Marie Sudekum Woolwine by will of Nettie E. Sudekum, deceased, of record in Will Book 78, page 1, County Court for said County.

The above described property is encumbered with the following easements: ~~(1) Contract between Nashville Suburban Development Company and Rainbow Realty Company, relative to water easements and taps, Book 1074, page 73; (2) Easement for right-of-way of all and any roads within its boundaries; and (3)~~ Tennessee Valley Authority power line easement granted The United States of America, Book 1165, page 565, Book 1174, page 314, Book 1196, page 304, Book 1196, page 306, Book 1207, page 48, and Book 1207, page 50; all of record in the Register's Office for Davidson County, Tennessee.

This is unimproved property known as the Sudekum Property, Parcel No. 4000, Oak Hill.

It is agreed that, at any time, acreage will be released from the lien of this instrument upon the payment of Two Thousand, Two Hundred and no/100 ($2,200.00) Dollars per acre for acreage fronting on Franklin Pike, and One Thousand One Hundred ($1,100.00) Dollars per acre for any other acreage. It is further agreed that, at any time after J. B. Downey, Trustee, or his successor, has filed with the Planning Commission of the City of Oak Hill a preliminary plot plan showing a development of the described property into at least two hundred twenty (220) lots, lots will be released from the lien of this instrument upon the payment of Four Thousand, One Hundred and no/100 ($4,100.00) Dollars for each lot fronting on Franklin Pike, and Two Thousand, One Hundred and no/100 ($2,100.00) Dollars each for any other lots.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said J. B. Downey, Trustee, his 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 taxes for the year 1966, which have been prorated and assumed by the grantee, and easements hereinabove mentioned.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said J. B. Downey, Trustee, his 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 J. B. Downey, Trustee, hereinafter referred to as trustor, hereby transfers and conveys unto Thomas M. Evans, 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:

Trustor agrees 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 trustor 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 trustor 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, trustor fails 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 Courthouse 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 trustor, his 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, on this the 8th day of February, 1966.

J. B. Downey, Trustee

Sarah S. Stengel

Marie S. Woolwine

Viola S. Baulch

Elizabeth S. Johnston

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, Reba M. Collier, a Notary Public in and for said County and State, Sarah S. Stengel, Marie S. Woolwine, Viola S. Baulch, and Elizabeth S. Johnston, 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 8th day of February, 1966.

Reba M. Collier
Notary Public

My Commission Expires:
My Commission Expires April 29, 1968

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

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Personally appeared before me, [signature], a Notary Public in and for said County and State, J. B. Downey, Trustee, the within named 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 1 day of February, 1966.

[signature]
Notary Public

My Commission Expires:

_____

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19193

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

MAR 1 3 57 PM '66
NOTED, BOOK 113 PAGE 579
RECORDING FEE $ 5.00
DEP. REG. C

LAW OFFICES
FARRIS, EVANS & EVANS
THIRD NATIONAL BANK BUILDING
NASHVILLE 3, TENNESSEE