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

Installment Deed

BOOK 4014 PAGE 527

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Ervin M. Entrekin, Trustee	Same	Map 107-Par 15
(NAME) American Trust Bldg.	(NAME)	Map 95
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tenn.	(STREET ADDRESS)	Par. 12.01-10-12-8
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

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FOR AND IN CONSIDERATION of the sum of ONE MILLION and NO/100---------- ----------($1,000,000.00)---------- *Dollars,*

of which TWO HUNDRED, FIFTY THOUSAND and NO/100---------- ----------($250,000.00)---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder SEVEN HUNDRED, FIFTY THOUSAND AND NO/100----------($750,000.00)---------- *Dollars,*

ERVIN M. ENTREKIN, TRUSTEE, with full power to mortgage, sell, transfer and convey without the joinder of any beneficiary, has executed a note of even date herewith in the amount of Seven Hundred, Fifty Thousand ($750,000.00) Dollars, payable in ten (10) equal annual installments of Seventy-Five Thousand ($75,000.00) Dollars each, plus interest on the unpaid balance remaining from time to time at the rate of five and one-half (5-1/2%) percent per annum, the first payment of principal and interest being due one (1) year from the date hereof,

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,

GEORGE PEABODY COLLEGE FOR TEACHERS, has ~~now~~ *this day bargained and sold, and do hereby transfer and convey unto the said* ERVIN M. ENTREKIN, TRUSTEE, with full power to mortgage, sell, transfer and convey without the joinder of any beneficiary, his *(successors), heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows:

Seven tracts of land in the 3rd, formerly the 2nd, Civil District of Davidson County, Tennessee, as follows

TRACT NO. 1: Being on the southeasterly side of Mill Creek and on both sides of the Lebanon Branch of of the Nashville, Chattanooga and St. Louis Railway and on both sides of the Stones River Turnpike, part of lot number 2 and all of lots Nos. 3 and 4 on the plan of Thomas Leek, deceased, as of record in Plan Book No. 2, page 36, of the Chancery Court at Nashville and particularly described as follows: Beginning in the center of said Stones River Turnpike (also called Mud Tavern or Elm Hill Pike) at a point south 80° west 17-6/10 poles from the corner of lots Nos. 1 and 2 on said plan, said beginning point being also the southwest corner of 30 acres of said lot No. 2, conveyed by Alex Perry and wife, to O. C. Church, by deed of record in Book 443, page 131, of the Register's Office for said County; thence north 22° west 47.72 poles to the right of way line of said Railway; thence continuing in same direction across said right of way to the northerly line thereof; thence with the same south 82° west 38.6 poles to a point; thence north 20-1/4° west 74 poles to center of Mill Creek; thence up the center of said creek in a southwesterly direction to the southwest corner of said lot No. 3; thence with the south line of said lot north 89-1/2° east crossing said railroad at about 68.84 poles, in all 171.32 poles to the center of said turnpike at an iron pin; thence with the center of said Turnpike south 20-1/2° west 32 poles to the southwest corner of lot No. 4; thence with the south line of lot No. 4 south 88° east 97.96 poles to the southeast corner of said lot; thence north 2° east 42.48 poles to the northeast corner of said lot; thence north 88-3/4° west 60.06 poles; thence north 23-1/2° west 11.48 poles to an iron pin in the center of said turnpike; thence with the center of said turnpike north 69-1/4° east 12.66 poles, north 61-1/4° east 14.36 poles, north 80° east 23.49 poles to the beginning, containing exclusive of said railroad right of way 140 acres and 85 poles, more or less.

Being the same real property conveyed to George Peabody College for Teachers by deed from Alex Perry and wife, of record in Book 460, page 514, Register's Office for said County.

TRACT NO. 2: Being on the southeast side of Mill Creek and on both sides of the Lebanon Branch of the N. C. and St. L. Railway and the northside of Mud Tavern or Elm Hill Pike, being the easterly part of lot No. 2 on the plan of the lands of Thos. Leek, deceased, as found of record in Plan Book No. 2, page 36, in the Chancery Court of Nashville, described as follows:

Beginning in the center of said Turnpike at the corner of lots Nos. 1 and 2 on said plan; thence with the line between said lots Nos. 1 and 2, north 22° west 65.93 poles to the center of Mill Creek; thence up the center of said Creek north 77-3/4° west 24.39 poles, south 78-1/2° west 35 poles to a point in the

center of said Creek; thence leaving said Creek south south 20-3/4° east 74 poles to the right of way of the Lebanon Branch of said N. C. & St. L. Railway; thence with said right of way to the southeast margin thereof; thence south 22° east 47-72/100 poles to the center of said Turnpike, and with the same north 80o east 17.6 poles to the beginning, and containing 30 acres including and excluding said right of way of the said Railway.

Being the same real property conveyed to George Peabody College for Teachers by deed from Robert R. Church, of record in Book 533, page 442, said Register's Office.

TRACT NO. 3: Being part of the land alloted to Mrs. R. P. Smith as dower, a plan of which can be found in Minute Book "C", page 476, of the Chancery Court at Nashville, Tennessee, and is here referred to for particulars. Said tract of land begins in Leak's and Colvert's south boundary line at a point 50feet westwardly from the center of the tract of the Lebanon Branch of the Nashville, Chattanooga & St. Louis, R. R. and running thence with the line of said Leak and Colvert's (being also the northern boundary line of said Dower Tract) south 89-1/4° west ____ poles to a stake on the east bank of Mill Creek; thence north 42-3/4° west crossing Mill Creek 13-1/2 poles to a point on the bluff on the west side of said Creek; thence with the line of said Dower Tract on top of the bluff, following said line as it meanders with the said Creek to the line of a tract of land purchased by H. B. Hill of Geo. L. Harrison and wife, March 21, 1885; thence east to the center of Mill Creek; thence up said Creek as it meanders and with its center to a point within 50 feet of the center of said railroad; thence northwardly on a line parallel with and 50 feet from the center of said Railroad to the beginning, containing 40 acres, more or less.

TRACT NO. 4: Beginning at a stake on the north bank of Mill Creek in the eastern margin of the Old Tennessee & Pacific R. R. right of way; running thence north 25-1/2 poles; thence north 36° east 27.28 poles to a stake; thence north 89-1/4° east 100.70 poles to the center of Stones River Turnpike being Colvert's corner; thence with the center of said Pike south 20° west 36 poles; thence south 22-1/2° west 48.8 poles; thence south 76-1/2o west 112 poles; thence north 81° west 8 poles; thence south 79-1/2° west 17.72 poles to a point in the center of said Turnpike; thence north 23° west 3 poles to the margin of said R. R. right-of-way; thence with the said right-of-way in a northern direction crossing the Mill Creek to the beginning. This tract is just east of and across said Railroad from Tract No. 3, and contains 65 acres, more or less.

Tracts Nos. 3 and 4 being the same real property conveyed to George Peabody College for Teachers by deed from W. A. Anderson and wife, of record in Book 565, page 521, Register's Office for said County.

TRACT NO. 5: Certain real estate on Mill Creek in said County and State, consisting of two strips of land each 25 feet wide and 1840 feet long.

Beginning in the center of Mill Creek and extending in a northeasterly direction across what was the Anderson Farm, to the boundary line of what was formerly the Perry Farm. Said strips of land are situated on either side of the tract of the Lebanon Branch of the N. C. & St. L. Railway and are the outer strips of the 100 foot right of way, leaving the railway right of way, instead of 100 feet wide, only 50 feet, that is 25 feet on each side of the center line of said track.

Being the same real property conveyed to George Peabody College for Teachers by deed from The Nashville, Chattanooga & St. Louis Railway, a Tennessee corporation, of record in Book 734, page 764, Register's Office for said County.

TRACT NO. 6: Beginning at a point in the center of the Elm Hill Road at the center of a concrete culvert 18.4 feet wide, said Culvert being about a mile beyond the underpass at N.&C. Railroad crossing, and Mill Creek Bridge; thence in a southeasterly direction with the meanderings of a branch 540 feet, more or less, to a point in the center of said Branch; thence south 85° 50' west 1194.2 feet to an iron pin; thence north 28° 19' west 187.5 feet to an iron pin in the center of ElmHill Road; thence with the center of said Road north 63° 11' east 211.2 feet to a point; thence north 57° 19' east 243.8 feet to a point; thence north 75° 52' east 329.9 feet to a point; thence north 74° 48' east 341.6 feet to a point of beginning, containing 9.95 acres.

Being the same real property conveyed to George Peabody College for Teachers by deeds from Mack Bender et al, of record in Book 766, page 116, and from John Bender and wife, of record in Book 766, page 134, Register's Office for Said County.

TRACT NO. 7: Being lot No. 3 on the Plan of the lands of Thomas Poole, deceased, as of record in Book No. 161, page 103, Register's Office for said County, described as follows:

Beginning in the center of the Stones' River Pike at Jones' northeast corner, being the northwest corner of said lot No. 3; thence with the center of said Pike north 79o east 100.1 poles to the northeast corner of said lot at or near an old stump; thence southerly to the corner of a stone wall, another corner of said lot; thence south 76-1/2° west 10-1/2 poles to the corner of a wall; thence south 9° east 16.6 poles to an elm in George Hurd's line; thence with his line south 77° west 52.68 poles to the northeast corner of lot No. 2, continuing with the line of lot No. 2, south 77-1/2° west 34 poles to a stone in Jones' east line; thence with said line northerly 37.8 poles to the beginning, containing 21.2 acres, be the same more or less.

Being the same real property conveyed to George Peabody College for Teachers by deed from Paschall H. Young and wife, of record in Book 936, page 156, said Register's Office.

Including but excluding from the above Tract No. 7 are the following two parcels of land:

Parcel No. 1: Beginning at the intersection of the centerline of Chatterbox Road with the centerline of Elm Hill Pike; thence with the centerline of Elm Hill Pike north 79° 00' east for a distance of 200 feet to a point; thence south 19° 24' east for a distance of 435 feet to a point; thence north 84° 35' west for a distance of 218.25 feet to a point on the centerline of Chatterbox Road; thence north 19° 22' west for a distance of 372.6 feet to the point of the beginning, containing 1.84 acres, more or less.

Being the same real property conveyed to the City of Nashville, by deed from George Peabody College for Teachers, of record in Book 2906, page 267, said Register's Office.

Parcel No. 2: Beginning at a point in the boundary line between the lands of Peabody College and Ella Darden and in the east margin of Chatter Box Road and runs with said margin north 16° 08' 04" west 123.4 feet to a point; thence with said margin north 15° 33' 04" west 132.3 feet to a point in the south boundary line of the property of the City of Nashville; thence with said boundary line south 80° 45' east 61.0 feet to a point; thencesouth 14° 11' east 237.6 feet to a point in the boundary line between the lands of Peabody College and Ella Darden; thence with said boundary line south 81° 26' west 45.3 feet to the point of beginning, containing 13,109 square feet, more or less.

Being the same real property conveyed to the State of Tennessee by deed from George Peabody College

for Teachers, of record in Book 3030, page 231, said Register's Office. BOOK 4614 PAGE 529

This conveyance is subject to easements of record in Book 437, page 28, Book 437, page 49, Book 2017, page 589, Book 2200, page 423, Book 2481, page 21, Book 2906, pages 189 and 235, Book 3673, page 81, Book 3770, page 50, Book 3770, page 251, all in the Register's Office for Davidson County, Tennessee, and is also subject to an easement of record in Minute Book 4, page 499, Circuit Court for Davidson County, Tennessee.

And, George Peabody College for Teachers, has made and does hereby make, constitute and appoint Harlan Dodson, as its true and lawful attorney in fact, for it, and in its name and stead to execute for recordation in the Office of the Register of Davidson County, Tennessee, an entry of release and satisfaction of the land securing the unpaid purchase money note upon delivery to him of the payment of the sum set out hereinbelow, and it doeshereby ratify and confirm said release when so made in its name by said attorney in fact as full and to the same extent as if the same had been executed by the said George Peabody College for Teachers.

The lien of this installment deed will be released as to one-fourth (1/4) of the property at any time upon demand of the Buyer. As for the remaining three-fourths (3/4) of the property, the lien of the installment deed will be released upon payment by Buyer to Seller of an amount equal to the proportion which the total number of acres equals when divided into the purchase price of One Million ($1,000,000.00) Dollars. The land to be released will be based upon Buyer's preliminary subdivision plan of the property. Buyer shall develop the property in an orderly manner so that Seller will not be called upon to make an unreasonable release leaving any portion of the property not conveyed isolated and having less value than the equal portion released.

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 Ervin M. Entrekin, Trustee, with full power, his ..... *(successors), heirs and assigns forever.* It does *covenant that* it is *lawfully seised and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered,* except for current taxes.

It does *further covenant and bind* itself, its successors [redacted] *and representatives, to warrant and forever defend the title to said real estate to said* Ervin M. Entrekin, Trustee, with full power, his ..... *(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 Ervin M. Entrekin, Trustee, with full power *hereinafter referred to as trustors, hereby transfer and convey unto* Harlan Dodson, *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 1st *day of* April, *19* 66.

GEORGE PEABODY COLLEGE FOR TEACHERS

BY: Philip C. Cobb, President

E. M. Entrekin, Trustee

ERVIN M. ENTREKIN, TRUSTEE

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, ... *a Notary Public in and for said County and State,* Ervin M. Entrekin, 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* 1st *day of* April, *19* 66.

Richard T. Jones, Notary Public

JONES NOTARY PUBLIC DAVIDSON COUNTY

Commission expires May 1, 1967

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.....*

STATE TAX $1.50
PROBATE .50
TOTAL $1.50

MAY 6 1966

.....*Notary Public*

Commission expires.....

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

PAID MAY 6 - 1966 CT

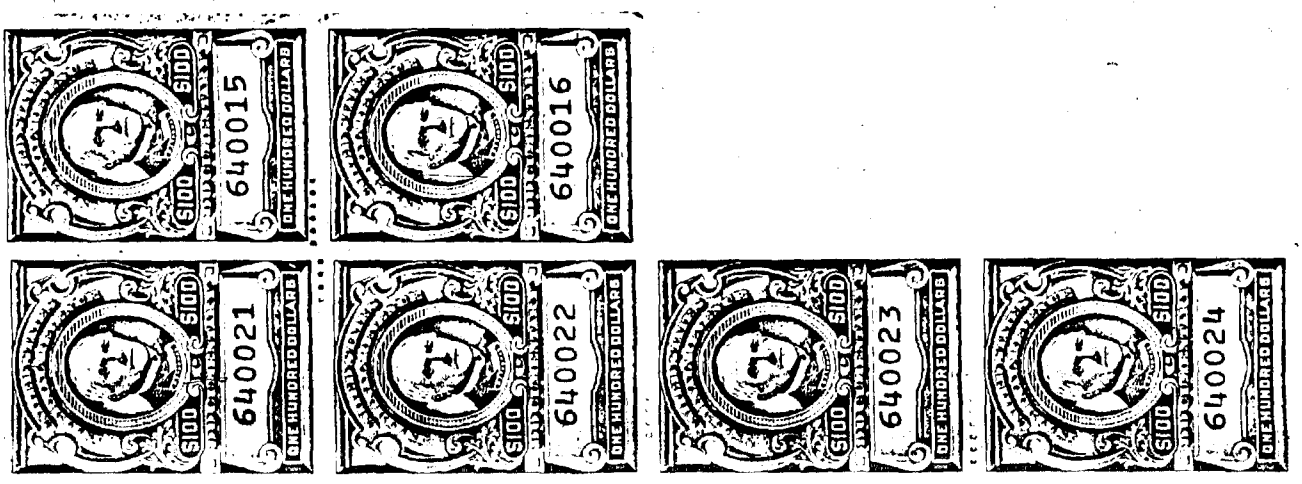
STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Freda R. Ledbetter*, a Notary Public of the State and County aforesaid, personally appeared* Felix C. Robb*, with whom I am personally acquainted, and who, upon oath, acknowledged* himself *to be* President *of the* George Peabody College for Teachers*, 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* himself *as* President

Witness my hand and seal at office in Nashville, Tennessee
this 1st *day of* April*, 19*66

Freda R. Ledbetter *Notary Public*

Commission expires May 6, 1969



Mail to: $1,000.00
Warfield & Entrekin
Cyprian Trust Building
Nashville, Tennessee

INSTALLMENT DEED

FROM

GEORGE PEABODY COLLEGE

TO

ERVIN M. ENTREKIN, TRUSTEE

$4.75

27627

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

MAY 9 2 48 PM '66

NOTED: BOOK 114 PAGE 113
RECORDING FEE $ 4.75
DEP. REG. M

Compliments of

y Title Company

A Division of

Title Insurance Company

ican Trust Building

Cor. Third & Union

'ILLE, TENNESSEE

4.75

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