NEW OWNER:
ENCHANTED HILLS INC.

SEND TAX STATEMENTS TO:
ENCHANTED HILLS INC.
934 STAHLMAN BLDG.
NASHVILLE, TENN.

Map 69 130
Par. 18

INSTALLMENT DEED

BOOK 4049 PAGE 449

For and in Consideration of the sum of ----two hundred ninety eight thousand----------

----------($298,000.00)----------Dollars,

of which --------fifty thousand---------($50,000.00)----------Dollars,

has been paid in cash by Enchanted Hills, Inc. to Elsie L. Carrington and husband J.C. Carrington

the receipt of which is hereby acknowledged, and for the remainder ----two hundred forty eight

thousand----------($248,000.00)----------Dollars,

the said Enchanted Hills, Inc. has this day executed its promissory note payable to Elsie L. Carrington and J. C. Carrington which note is payable in five installments of $49,600.00 each, the first of which said payments is due one year from date and a similar payment of $49,600.00 on the same day and month of each successive year thereafter until the balance is paid in full. Said note provides for 6% interest per annum from date, payable simultaneously with the principal payments. This deed is made pursuant to and in keeping with the provisions of contract for the sale of the property hereinafter described, which contract among other things provides for the release of lots embraced in said property which is being developed by the grantee, which contract is of record in Book 4047 page 563, in the Register's Office for Davidson County, Tennessee.

all of said notes bearing six per cent interest 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, Elsie L. Carrington and husband, J. C. Carrington

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

Enchanted Hills, Inc., its successors ~~heirs~~ and assigns,

certain real estate in Davidson County, Tennessee, as follows: Two tracts of land in the 13th formerly the 23rd Civil District of Davidson County, Tenn., described according to a survey made by Steve Draper, Surveyor, July 9, 1966, as follows: TRACT NO. 1: Beginning in the center of Eaton Creek Road at the northeast corner of the property conveyed to J. C. Carrington Jr. and wife, by deed from Elsie L. Carrington, of record in Book 2243, page 617, Register's Office for said County; thence with the northerly line of said J.C.Carrington Jr. and wife's property south 72° west 271 feet; thence north 4° west 80 feet; thence north 14° east 113 feet; thence north 67° east 200 feet to the center of Eaton Creek Road; thence with the same south 17° 45' east 200 feet to the beginning. TRACT NO. 2: Beginning in the center of Eaton Creek Road at its intersection with the center of King's Lane; thence with the center of Kings' Lane as follows: North 68° east 904 feet, north 73° 15' east 266 feet, north 87° 15' east 184 feet, south 88° 30' east 572 feet, north 87° 10' east 270 feet and north 79° 30' east 1333 feet; thence leaving said lane south 0° 45' east 545 feet; thence south 50° 30' east 767 feet; thence south 52° 03' west 170.9 feet; thence south 52° west 187.3 feet; thence south 53° 34' west 92.6 feet; thence north 26° west 123.9 feet; thnce north 37° 22' west 31 feet; thence north 61° 04' west 46.4 feet; thence north 83°28' west 85 feet; thence north 85° 47' west 679 feet; thence north 85° 14' west 335.8 feet; thence north 85° 19' west 460.7 feet to the westerly margin of Enchanted Circle, as shown on plan of Enchanted Hills, of record in Book 3700, page 27, said Register's Office; thence with said circle south 14° west 8.6 feet thence south 52° west 712 feet; thence south 2° 45' west 821 feet to a monument on the northerly margin of Hydes Ferry Pike; thenee with the northerly margin of said Pike north 86° 20' west 300 feet, more or less, to its intersection with the center of the Old Road; thence in the same direction with the center of the old road 329 feet, more or less, in all 629 feet to the center of Eaton Creek Road; continuing with the center of the Old Road north 81° 20' west 118 feet, north 86° 40' west 70 feet, south 85° west 140 feet; thence leaving the center of the Old Road north 18° 45' west 16 feet; thence north 67° west 122 feet; thence north 73° west 195 feet to a corner of the Sarah C. Walker property; thence north 5° west 87 feet; thence north 17° west 105 feet to the center of Eaton Creek as now located; thence with the center of said creek north 74° 15' west 194 feet; thence north 18° 30' west 137 feet, north 1° 25' west 87 feet, north 24° east 118 feet, north 42° west 161 feet, north 31° 20' west 180 feet, north 5° west 296 feet to the center of bridge on Cato Road, continuing with the center of said creek north 14° 15' west 80 feet, and north 18° 40' east 141 feet to the southwest corner of the property conveyed to C.J.Mayo and wife, by deed from J.C. Carrington and wife, of record in Book 3838, page 472, said Register's Office; thence with the southerly lineof said Mayo property north 72° 15' east 530 feet to the center of Eaton Creek Road; thencewith the center of said road north 17° 45' west 725 feet to the beginning. Being part of the real property conveyed to Elsie L. Carrington, by deed from Charles Y. Cato, et al, of record in Book 1163, page 58, Register's Office for said County.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Enchanted Hills, Inc. its successors 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. excent 1966 taxes which are assumed by purchaser. We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Enchanted Hills, Inc., its 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 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 grantee in hand paid, grantee, the said Enchanted Hills, Inc. [illegible] do hereby transfer and convey unto J.C.Carrington Jr. and Jeannette Carrington Harper, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

Grantee, the said Enchanted Hills, 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 interst may appear.

Grantee 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 it fails 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 grantee, the said Enchanted Hills, 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 it fails to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; it fails 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. Grantee agrees 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. Grantee further agrees 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 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 Enchanted Hills, 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 J. C. Carrington Jr. and Jeannette Carrington Harner, 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.

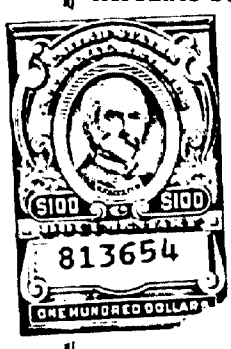
IN WITNESS WHEREOF, we, the said Elsie L. Carrington and J. C. Carrington and Enchanted Hills, Inc. hereunto set our hands at Nashville, Tennessee, this the 18th day of August 19 66

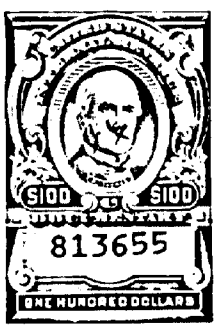
Elsie L Carrington

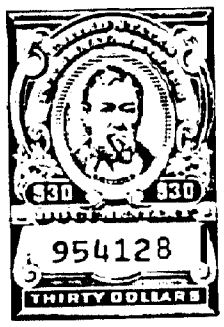
J C Carrington

Enchanted Hills, Inc.

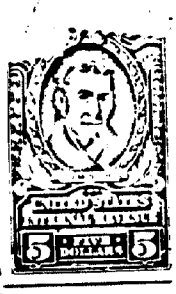
By J C Carrington President



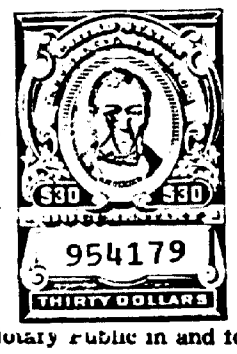












STATE OF TENNESSEE
Davidson County

Personally appeared before me, Carole Smith, a Notary Public in and for said County and State, the within named Elsie L. Carrington and J. C. Carrington

the 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 18th day of August, 19 66

Carole Smith, Notary Public.

Commission Expires Dec 13, 1967



STATE OF _____

_____ **County.**

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the 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 _____

RECORDER'S MEMO: Legibility of Writing, Typing or Printing in This Document Unsatisfactory when Received.

STATE OF TENNESSEE
Davidson County

Before me, Carole C. Smith, a Notary Public within and for the State and County aforesaid, personally appeared J. E. Lineberger with whom I am personally acquainted and who upon (his oath ~~their several oaths~~) acknowledged (himself ~~themselves~~) to be the President and ~~respectively~~ of the Enchanted Hills, Inc. the within named bargainor, a corporation, and that (he) as such President and (they) being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said J. E. Lineberger as such President, ~~and attesting the same by the said~~ ~~as such~~

Witness my hand and official seal at office at Nashville, Tennessee on this the 1st day of August, 1966

My commission expires Dec 13, 1967

Carole C. Smith
Notary Public

INSTALLMENT DEED

FROM

ELSIE L. CARRINGTON AND HUSBAND

J.C. CARRINGTON

TO

ENCHANTED HILLS, INC.

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

Prepared by: H. H. Chitwood
934 Stahlman Bldg.
Mail to N. N. Stahlman
934 Stahlman Bldg

STATE TAX $ 47.00
PROBATE .50
TOTAL $ 47.50

AUG 23 1966

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

PAID AUG 23 1966
CT

40732

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

AUG 23 9 31 AM '66

NOTED BOOK 114 PAGE 708
RECORDING FEE $ 2.75
DEP. REG.