Address of New Owner:

Thomas Francis Diskin
1017 McMahon Avenue
Nashville, Tennessee 37216

Send Tax Statements to:

BOOK 4079 PAGE 368
Same

Map-Parcel Numbers

Map - 26
Parcel - 53
A.C. 39095

Installment Deed

Tax Parcel No.10D-~~[illegible]~~0

FOR AND IN CONSIDERATION of the sum of Fifty Thousand Seven Hundred Thirty-Seven and 50/100 ($50,737.50) - - - - - - - - - - - - - - - *Dollars,*

of which Fourteen Thousand, Seven Hundred Thirteen and 88/100 ($14,713.88) - - - - - - - - - - - - - *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder of Thirty-six Thousand, Twenty-three and 62/100 ($36,023.62) - *Dollars,*

Thomas Francis Diskin, an unmarried person, *ha* S *executed*

his Lien Note of even date herewith, in the sum of $36,023.62, to the order of T. P. Curtis, Conservator of the Estate of Henry Thomas Curtis, payable in ten (10) annual installments of $3,602.36, together with interest at six (6) per cent per annum on the unpaid balance of the indebtedness. The first installment in the sum of $3,602.36, together with interest at six (6) per cent per annum, shall be due and payable twelve (12) months from date hereof, and a payment in like amount, together with interest at the aforesaid rate, shall be due and payable annually thereafter until the said indebtedness is paid in full.

The privilege of paying the entire indebtedness in full is granted to the purchaser without premium or 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, I, T. P. Curtis, Conservator of the Estate of Henry Thomas Curtis

have this day bargained and sold, and do hereby transfer and convey unto the said Thomas Francis Diskin, an unmarried person,

his (~~successors~~), *heirs and assigns,*

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

DESCRIPTION:

Land in the 10th Civil District of Davidson County, Tennessee, being a part of Tract No. 2 of the subdivision of the west part of the Butts Farm, and described according to a survey dated August 30, 1966, made by Donald A. Ramsay, as follows:

Beginning at a post 63 feet from the centerline of U. S. Highway 31-E; thence South 54° 39' 30" West a distance of 256.42 feet to a post 66 feet from the center of said Highway 31-E; thence North 52° 06' West along a fence line to a point, a distance of 205.91 feet; thence by the fence, North 52° 10' West 305.04 feet to a post; thence South 64° 10' 40" West a distance of 201.09 feet, along an old fence row, to an iron pin; thence South 68° 51' 40" West a distance of 219.96 feet to a point in said fence row; thence South 69° 23' 50" West, a distance of 197.58 feet to a post at the southerly right of way line of Curtis Avenue; thence along an old fence row, North 28° 13' 40" West, a distance of 546.55 feet to a post, crossing the northerly right of way line of Curtis Avenue, 50 feet from the origination of this line; thence along a fence row, North 67° 16' 20" West, a distance of 156.72 feet to a post; thence along a fence line, South 84° 50' 30" West a distance of 10.78 feet to a post; thence leaving the fence row, South 15° 26' 50" West a distance of 19.60 feet to an iron pipe, formerly set by others, being a corner approximately twenty feet southwest of a watering pond; thence North 4° 37' 50" West a distance of 14.00 feet to a stake and stones corner; thence North 55° 41' East a distance of 97.00 feet to a stake and stones corner; thence North 29° 44' West a distance of 400.27 feet crossing the south right of way of T.V.A. At 268.6 feet to an iron pin in a fence row and being 16 feet from the center of a road, with said iron pin being 372 feet East of the easterly right of way of Liberty Lane, this line crossing the right of way of the Tennessee Valley Authority and the iron pin corner being situated 130.7 feet northerly of the south boundary of said T.V.A. right of way; thence along a fence row, North 55° 39' 50" East a distance of 107.30 feet to a post; thence North 26° 12' East, crossing the northerly line of the T.V.A. 200-foot right of way at 134.5 feet, a total distance of 306.76 feet to a point in an old stone fence; thence along the stone fence North 27° 19' 30" East a distance of 315.79 feet to a point in the stone fence row, painted; thence by the stone fence, North 26° 16' 30" East a distance of 511.88 feet to a painted point in the fence row; thence by the fence aforementioned, North 4° 00' 10' East a distance of 495.83 feet to a post, being an original corner of the tract described in Book 547, page 147, Register's Office for Davidson County, Tennessee (noted as going South 29° 30' East 2702 feet); thence by this description and from the post corner which is a corner of Tract One, said original plan, South 28° 13' 30" East, a distance of 486.83 feet to a post corner, following a stone fence; thence South 28° 07' 10" East, a distance of 912.99 feet to a point in a fence row, crossing the north right of way of T.V.A. At 398.6 feet and the southerly right of way line at 599.37 feet from the beginning of this line; thence South 28° 10' 50" East a distance of 515.10 feet to a point in said fence row; thence South 28° 06' East a distance of 542.96 feet to an iron pin and post corner, the northeast corner of a 1-acre parcel, said one-acre parcel being formerly a part of the original tract; thence South 54° 19' 10" West 206.46 feet to a post corner; thence South 28° 19' 40" East 211.49 feet to a post corner and point of beginning, containing 51.825 acres.

Being part of the same property conveyed to H. T. Curtis and wife, Virginia Hill Curtis, by deed from T. I. Curtis, Sr. and wife of record in Book 842, page 242, said Register's Office, the said Virginia Hill Curtis having since died; and T. P. Curtis having been appointed Conservator of the estate of the said H. T. Curtis under Rule No. 45119, County Court for Davidson County, Tennessee.

It is agreed that a 50 foot strip, approximately 618 feet in length, included in the herein described tract of land shall be reserved and dedicated by the Grantee along the entire north boundary of the Curtis homeplace so as to further extend Curtis Avenue from Liberty Lane as shown on survey of Donald A. Ramsey, dated August 30, 1966, and that said 50 foot strip to be reserved and dedicated shall be a lien running with the title to said herein tract of land.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Thomas Francis Diskin, an unmarried person, his (successors), *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.,* except as stated herein, an easement for trimming trees granted to Tennessee Electric Power Company by instrument of record in Book 1021, page 256, said Register's Office.

I *further covenant and bind* my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Thomas Francis Diskin, his *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 Thomas Francis Diskin *hereinafter referred to as trustors, hereby transfer and convey unto* W. Cornelius Breedlove, *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 $ none, *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* November, *1966*

Thomas Francis Curtis

T. P. Curtis, Conservator of the
Estate of Henry Thomas Curtis

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Billy H. Howell, *a Notary Public in and for said County and State,* T. P. Curtis, Conservator of the Estate of Henry Thomas Curtis

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 Madison, Davidson County *Tennessee, this* 1st *day of* November, *19* 66.

Billy H. Howell *Notary Public*

Commission expires Nov. 16th, 1968

BOOK 4079 PAGE 372

STATE OF California }
COUNTY OF Los Angeles }

Personally appeared before me, Inez Whelan, *a Notary Public in and for said County and State,* Thomas Francis Diskin

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 Culver City, Los Angeles County, California, *this* 10th *day of* November, *19* 66

Inez Whelan *Notary Public*

Commission expires February 9, 1970

INEZ WHELAN,
My Commission Expires February 9, 1970

NOTARY PUBLIC LOS ANGELES COUNTY CALIF. INEZ WHELAN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ..., *a Notary Public of the State and County aforesaid, personally appeared* ....., *with whom I am personally acquainted, and who, upon oath, acknowledged* .....*self to be* ..... *of the* ....., *the within named bargainor, a corporation, and that* .....*he as such* ....., *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporatoin by* .....*self as* .....

Witness my hand and seal, at office in ....., *this* .....*day of* ....., *19*.....

.....*Notary Public*

Commission expires .....

This deed prepared by:
W. Cornelius Breedlove, Atty.
1420 Nashville Bank & Trust
Nashville, Tennessee 37201

INSTALLMENT DEED

FROM

T. P. Curtis, Conservator of

Estate of Henry Thomas Curtis

TO

Thomas Francis Diskin

51854

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

NOV 21 2 44 PM '66

NOTED: BOOK 115 PAGE 364
RECORDING FEE $ 3.50
DEP. REG. C

Compliments of

Guaranty Title Company

A Division of

Kansas City Title Insurance Company

American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

STATE TAX $ 76.11
PROBATE
TOTAL $ 77.61

NOV 21 1966

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

PAID NOV 21 1966

Mail to: Thomas Francis Diskin
[illegible]
Nashville, Tenn.