This Instrument Was Prepared By
REAU E. FOLK, JR., Attorney
Stahlman Bldg., Nashville, Tenn.

Installment Deed BOOK 4086 PAGE 666

TTC 193081

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mr/Mrs James B. White	new owners	Map 38
(NAME:)	(NAME:)	Par 11-46-
Eatons Creek Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	47-48-49-
Nashville, Tennessee (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	50-51-58

Field Book Nos. 14D-26090, 14D-50360. 50350, 50370, 50380, 50470, 50480

FOR AND IN CONSIDERATION of the sum of TWENTY-ONE THOUSAND FIVE HUNDRED * * * ($21,500.00) *Dollars,* *of which* TEN THOUSAND FIVE HUNDRED ($10,500.00) *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* ELEVEN THOUSAND ($11,000.00) * James B. White and wife, Irene K. White, *have executed* their joint and several promissory note, of even date herewith in the principal sum of $11,000.00, payable to the order of P. H. Reynolds and wife, Mary O. Reynolds on or before January 10, 1967, at no interest,

STATE TAX $ 32.25
PROBATE .50
TOTAL $ 32.75

DEC 15 1966 MK
PAID DEC 15 1966
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

STATE TAX $ 9.00
PROBATE .50
TOTAL $ 9.50

DEC 15 1966 MK
PAID DEC 15 1966
R. E. WORRALL
COUNTY COURT CLERK

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, P. H. REYNOLDS and wife, MARY O. REYNOLDS, *have this day bargained and sold, and do hereby transfer and convey unto the said* JAMES B. WHITE and wife, IRENE K. WHITE, THEIR ~~XXXXXXX~~ *heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:* Two tracts of land, described as follows:

X TRACT NO. I: Being in the old 24th Civil District of said County, out of the original Wm. Winters Big Tract, containing 25¼ acres, beginning at a beech on the northwest corner of the tract owned by C. W. Anderson, formerly Wm. Winter's corner; running thence S 3° W85.2 poles to a poplar stump, the southwest corner of this tract; thence N 66° E 11 poles; thence N 40° E 8.2 poles; thence N 64½° E 24 poles to an ice dam; thence S 82° E 4 poles; thence N 56° E 29.5 poles; thence N 40° E 4.6 poles to a persimmon and hornbeam; thence N 2½° E 41 poles to the northeast corner; thence N 89° W 64 poles to the beginning.

A plan of said property being filed as Exhibit "A" in the cause of C. W. Anderson vs. Emma Winters, et al., Rule No. 24021, Chancery Court.

X TRACT NO. II: Being the 52.81 acre tract as shown on the plan of a processioning survey of the lands owned by R. M. Goodall, of record in Book 421, page 183, said Register's Office, described as follows:

Beginning at the intersection of the centerline of Eatons Creek Road with the center line of a road going up Paradise Ridge, crossing a concrete bridge over Marrowbone Creek; running thence with the said road, N 29½° E 8.60 poles, N 78° E 11.15 poles; N 50° E 4.36 poles; S 88½° E 8.30 poles; N 17½° E 15.45 poles; N 27-3/4° W 11.64 poles to a point in the south boundary line of Mrs. S. H. Hatfield's land; thence leaving said road, and running with her south boundary line, S 87½° E 38.60 poles to a stone; the southeast corner of Mrs. Hatfield's land; thence N 66° E 4.30 poles to a point in Marrowbone Creek; thence up said Creek with its meanders N 43° E 13.02 poles; thence N 74° E 6.06 poles; thence N 55½° E 10.78 poles; thence N 68½° E 5.45 poles; thence N 75° E 13.08 poles; thence N 54° E 10.18 poles; thence N 59½° E 12.12 poles; thence N 40° E 8.66 poles to a point in center of said Creek in the Chas. Lohrum west boundary line with elm and black gum pointers on the south bank of said Creek; thence with the west boundary line

of Charles Lohrum S 2° W 98 poles to a stake, dogwood and hickory pointers, said point is southeast corner of tract herein described; thence N 88° W 110.75 poles to the center of Eaton Creek Road; thence with the center of said Road, N 37½° W 5.39 poles; thence N 61½° W 18.30 poles to the beginning, containing 52.81 acres, more or less, which includes among other property Lots 1 to 13 on the Glen Echo Lake Subdivision, as of record in Book 843, page 50, said Register's Office.

Being the same property conveyed to H. S. Colvett and wife, Alma Colvett, by deed from P. H. Reynolds and wife, as of record in Book 2300, page 115, and then conveyed to P. H. Reynolds and wife, Mary O. Reynolds, by deed from H. S. Colvett and wife, of record in Book 4083, page 382, said Register's Office.

Included in the above described property but to be excluded therefrom, are the following tracts of land: BOOK 4086 PAGE 657

A tract of land in Davidson County, Tennessee, described as Beginning at a point at the northeast corner of Lot 13 of a subdivision of part of the Glen Echo Lake Property made on Oct. 14, 1931, of record in Book 843, page 50, Register's Office; thence along the northerly side of Lot 13 in an easterly direction 250 feet to the southeast corner of said lot; thence along the rear line of said lot in a southwesterly direction 100 feet to the southeast corner of said Lot No. 13; thence in an easterly direction and along the line which is an extension of the line dividing Lots 12 and 13, approximately 230 feet; thence at right angles in a northeasterly direction and along a line parallel with the rear line of Lot 13, 300 feet to a point; thence at right angles in a northwesterly direction and along a line parallel with the side lines of Lot 13, 480' to a point; thence following the line of the roadway 200', more or less, in a southwesterly direction to the point of beginning.

Being the same property conveyed to J. L. Sisk, by deed from P. H. Reynolds, as of record in Book 1258, page 357, said Register's Office.

To be excluded also is the following tract of land: Being a part of the Glen Echo Lake Subdivision in the 14th Civil District of Davidson County, Tennessee, as of record in Book 843, page 50, and more particularly described as follows: Beginning at the southwest corner of Lot 11 of said subdivision and running S 44°57' E 123.1 feet to an iron pin; thence S 17°28' W 462.8 feet to an iron pin set in fence line separating the Glen Echo Lake property from the former J. E. Carney property; thence running along said fence line, S 85°59' E 456.8 feet, more or less, to a cross mark cut in rock, marking the center line of a small intermittent stream at fence line; thence along the center line of said intermittent stream in a northerly **

This is improved ( ) unimproved (XX) property, known as ..... (House Number) (Street) P. O. Address: (City or Town)

** Description continued on page four of this deed.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said James B. White and wife, Irene K. White, their (redacted), *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.*, subject only to (1) the right outstanding in other parties in the entire subdivision as of record in Book 1389, page 137, and Book 1334, page 361, and Book 1258, page 357; (2) easement for the flow of any creeks or branches across the premises; (3) title to that portion of the premises embraced within the bounds of any roads or highways.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* James B. White and wife, Irene K. White, their (redacted), *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 James B. White and wife, Irene K. White, *hereinafter referred to as trustors, hereby transfer and convey unto* Reau E. Folk, Jr., *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 2nd *day of* December, *19*66.

P. H. Reynolds

Mary O. Reynolds

James B White

Irene K. White

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Helen D. Scott, *a Notary Public in and for said County and State,* P. H. Reynolds and wife, Mary O. Reynolds and James B. White and wife, Irene K. White,

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* 2nd *day of* December, *19*66

Helen D. Scott *Notary Public*

Commission expires March 4, 1967

NOTARY PUBLIC DAVIDSON COUNTY, TENN. COM. EXP. MAR. 4, 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.....

.....*Notary Public*

Commission expires.....

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.....

** Continued from page two.

direction 750 feet more or less to its junction with the center line of a tributary creek to Little Marrowbone Creek; thence along the center line of said tributary creek in a northwesterly direction 490 feet, more or less to the southerly edge of Glen Echo Road; thence along the southerly edge of said road, 265 feet more or less to the northeast corner of Lot 13; thence S 44°57' E 250 feet to the southeast corner of Lot No. 13, thence S 45°03' W 300 feet to the beginning point, containing in all 7.27 acres, more or less.

Being the same property conveyed to J. L. Sisk and wife, Margaret R. Sisk, by deed from P. H. Reynolds and wife, as of record in Book 2297, page 1, said Register's Office, and said property is also set out in an instrument of record in Book 2447, page 409, Register's Office.

Included also, but to be excluded therefrom are Lots 7 to 13, inclusive on the Map of the subdivision of part of the Glen Echo Property, as of record in Book 843, page 50, said Register's Office.

File Rem Jack

INSTALLMENT DEED
REF:hs

FROM
P. H. REYNOLDS and wife

TO
JAMES B. WHITE and wife

54575

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

DEC 15 12 35 PM '66

NOTED: BOOK 115 PAGE 488
RECORDING FEE $ 2.50
DEP. REG. .30

Compliments of

File Rem Jack