ATTORNEYS AT LAW
400 COMMERCE UNION BANK BUILDING
NASHVILLE, TENN. 37219

INSTALLMENT DEED

BOOK 4098 PAGE 880

Address New Owners as follows:	Send Tax Bills to:	Map-Parcel Nos.
Mr. Billy Hitt and Mr. Alfred E. Finkelstein	Mr. Alfred E. Finkelstein	Map 107
Suite 417, 1808 West End Bldg.	Suite 1417, 1808 West End Bldg.	Par. 48
Nashville, Tennessee	Nashville, Tennessee	

FOR AND IN CONSIDERATION OF the sum of One Hundred Seventy-five Thousand ($175,000.00) Dollars, of which Forty Thousand ($40,000.00) Dollars has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed and delivered to the grantors a promissory note of even date payable to the grantors in the principal sum of One Hundred Thirty-five Thousand ($135,000.00) Dollars payable in installments as follows: On the 1st day of June, 1966, the sum of Ten Thousand ($10,000.00) Dollars, on the 1st day of December, 1966, the sum of Twenty-five Thousand ($25,000.00) Dollars and thereafter the sum of Twenty-five Thousand ($25,000.00) Dollars on the 1st day of December of each succeeding year, the last installment for the sum of Twenty-five Thousand ($25,000.00) Dollars being due on the 1st day of December, 1970, with the privilege reserved of paying without penalty any of the unpaid principal balance at any time after January 1, 1966 in multiples of $5,000.00 on 30 days' notice to the payees, such prepayments to be applied to reduce the unpaid principal in inverse order of maturity, and in addition to the aforesaid principal payments, the grantees promise to pay interest at the rate of five per cent (5%) per annum on the unpaid principal balance, said interest to be payable to the order of the grantors semi-annually with the first of said payments falling due six (6) months from the date of said note and providing for payment of attorney's fees, and to secure the payment of said note, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed, we, Eva Hagan, Frank E. Hagan, Sr., Alfred M. Hagan, Jr., and William R. Hagan, hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Billy Hitt and Alfred E. Finkelstein, as tenants in common, herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, described as follows:

THIS INSTRUMENT PREPARED BY
ROBERT J. WARNER, JR., Attorney
400 Commerce Union Bank Building
Nashville, Tennessee

Land in the 2nd, formerly the 3rd, Civil District of Davidson County, Tennessee, described as follows:
Beginning at the corner where Temple O. Harris, Jr. and Pat Vickers join lands with Mrs. C. Fanning; thence north 1° east 8 poles to a stake; thence north 89° west 64 poles to a stake; thence north 1° east 153.5 poles to a stake; thence south 89° east 55.16 poles to a stake; thence south 1° west 16 poles to a stone; thence south 89° east 17.8 poles; thence south 1° west 97.54 poles to a stone in Geo. A. McKinnie's north boundary line; thence south 89° east 21.04 poles to a stone; thence south 1° west 24 poles to a stone; thence south 89° east 33-1/3 poles to a stone; thence south 1° west 24 poles to a stone; thence north 89° west 63-1/3 poles to the beginning, containing 80 acres, more or less.
Said property was conveyed to Flora M. Hagan by deed from Jas. E. Covington, Clerk and Master, of record in Book 1682, page 537, Register's Office for said County, and devised to Flora M. Hagan under the will of A. M. Hagan, deceased, of record in Will Book 55, page 32, County Court for said County, the said Flora M. Hagan having since died intestate survived by Eva Hagan, Frank E. Hagan, Alfred M. Hagan, Jr. and William R. Hagan, as her only heirs-at-law.

The conveyance of the aforesaid property is subject to a twenty-foot easement for a sanitary sewer granted City of Nashville by Flora M. Hagan by grant of record in Book 2906, page 239, Register's Office for Davidson County, Tennessee, a plan of which is shown on page 242, an easement for right-of-way of Harold Drive lying within boundaries of premises as herein described, a twenty-five foot easement for water main granted City of Nashville by grant from Flora M. Hagan, of record in Book 3165, page 632, Register's Office for Davidson County, Tennessee, a plan of which is shown on page 636, and an easement and agreement as to right-of-way of Briley Parkway conveyed to Davidson County, Tennessee, by Right-of-way Deed from Flora M. Hagan, of record in Book 3179, page 236, Register's Office for Davidson County, Tennessee.

Grantors assign to grantees all of their rights to sewer taps and water taps as provided in the aforesaid easements.

This is unimproved property.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their 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.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, their 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 note, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said note, as it matures, as above provided, and for the consideration of One Dollar, to us in hand paid, we, the said grantees herein, do hereby transfer and convey unto C. Dewees Berry, Trustee, his successors

and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid only. We agree to pay all taxes and assessments on said property, and to pay them when due; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said note 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 we, the said grantees, shall pay the note aforesaid when due, according to its terms, and pay taxes, then this trust conveyance shall be of no further force or effect. But if we fail to pay said note promptly at maturity or if, failing to pay taxes as herein provided, we fail to reimburse the Trustee or lawful owner and holder of said note for all sums, with interest, so expended by said Trustee, or lawful owner of said note, 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 note, said note 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 conveyance. We agree that the Trustee may at any time after default in the payment of said note enter and take possession of said property. We further agree 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 the unpaid note herein secured, and all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to the grantees herein, their heirs, 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 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 the said 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.

Grantors agree to release a portion of the property sold after January 1, 1966, not less than 25 nor more than 30 acres, from the lien of said installment deed upon the payment to grantors of an amount equal to not less than $1,000.00 per acre of the land to be released. This privilege of obtaining a release as to a portion of the land from the lien of the installment deed may be exercised on only one occasion by the grantees.

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 1st day of December, 1965.

Frank E. Hagan, Jr.

Edward M. Hagan, Jr.

William R. Hagan

Grantors

Billy Witt

Alfred E. Finkelstein

Grantees

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Geo Shuck, a Notary Public in and for said County and State, the within named Eva Hagan, a bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 7th day of December, 1965.

Geo Shuck

Notary Public

My commission expires: MY COMMISSION EXPIRES FEBRUARY 4, 1969

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Eloise E. Dowe, a Notary Public in and for said County and State, the within named Alfred M. Hagan, Jr., and William R. Hagan, 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 7th day of December, 1965.

Eloise E. Dowe

Notary Public

My commission expires: February 1, 1967

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STATE OF MICHIGAN)
COUNTY OF Wayne)

Personally appeared before me, Roy H. Jackson, a Notary Public in and for said County and State, the within named Frank E. Hagan, Sr., a 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 Grosse Pointe, Michigan, this 1st day of December, 1965.

Roy H. Jackson
Notary Public

ROY H. JACKSON
Notary Public, Wayne County, Mich.
My Commission Expires Jan. 29, 1967

My commission expires:

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Eloise E. Dowe, a Notary Public in and for said County and State, the within named Billy Hitt, a 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 7th day of December, 1965.

Eloise E. Dowe
Notary Public

My commission expires: February 1, 1967

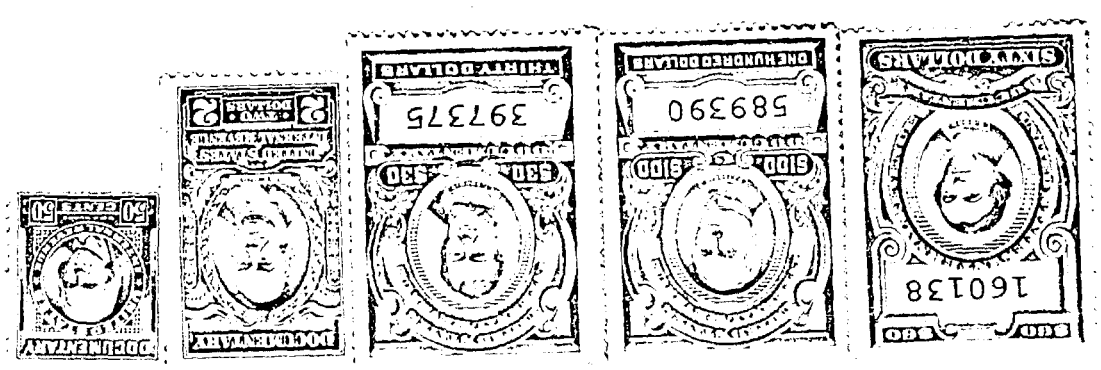
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Eloise E. Dowe, a Notary Public in and for said County and State, the within named Alfred E. Finkelstein, a 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 7th day of December, 1965.

Eloise E. Dowe
Notary Public

My commission expires: February 1, 1967



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BOOK 4098 PAGE 887

59294

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

FEB 2 10 14 AM '67

NOTED: BOOK 115 PAGE 702
RECORDING FEE $ 4.25
DEP. REG. m

From

Eva Hagan, Frank E. Hagan, Jr., Alfred M. Hagan Sr., William R. Hagan and

To

Edith Hirt and Alfred E. Hirschstein

WARRANTY DEED

HAGAN AND CO
REAL ESTATE
TENN
NASHVILLE

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

FEB 2 1967

STATE TAX $ 2.75
PROBATE .50
TOTAL $ 7.00

PAID FEB 2 - 1967

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

FEB 2 1967

STATE TAX $ 13.75
PROBATE .50
TOTAL $ 14.25

PAID FEB 2 - 1967