This instrument was prepared by ERVIN M. [illegible], Attorney. Law Firm of Warfield, Entrekin & Jones

Installment Deed

American Trust Bldg., Nashville, Ten

BOOK 4186 PAGE 923

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
BRENTVIEW DEVELOPMENT CO. (NAME:)	Same (NAME:)	Map. 160-4
410 UNION STREET (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par. 49.1
NASHVILLE, TENNESSEE 37219 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	PW

FOR AND IN CONSIDERATION of the sum of One Hundred Eighty-five Thousand Two Hundred Ten ($185,210.00) and no/100---------- *Dollars, of which* Fifty-five Thousand ($55,000.00) and no/100---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* One Hundred Thirty Thousand Two Hundred Ten and no/100---------- *Dollars,* Brentview Development Company, a partnership composed of N. C. Dunn, Jr. and First & Mid-South Mortgage Company *has executed* its negotiable promissory note of even date herewith in the principal amount of One Hundred Thirty Thousand, Two Hundred Ten and no/100 ($130,210.00) Dollars, made by Brentview Development Company, a partnership composed of N. C. Dunn, Jr. and First & Mid-South Mortgage Company, and payable to the order of Frank T. Dillard, Trustee, in annual installments as follows: On November 3, 1968 the principal amount of Fifty-five Thousand and no/100 ($55,000.00) Dollars, and thereafter on November 3, 1969 the principal amount of Fifty-five Thousand and no/100 ($55,000.00) Dollars, and thereafter on November 3, 1970 the principal amount of Twenty Thousand, Two Hundred Ten and no/100 ($20,210.00) Dollars, with interest thereon from date hereof at the rate of 5-1/2% per annum on unpaid principal balance from time to time payable with each payment of principal.

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, LENA COLLINS DILLARD, *have this day bargained and sold, and do hereby transfer and convey unto the said* BRENTVIEW DEVELOPMENT COMPANY, its successors, ~~successors and assigns~~ and assigns,

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

Land in the 6th Civil District of Davidson County, Tennessee, described according to a survey made by James L. Murphy, Jr. and Company, Surveyor, dated October 31, 1967, as follows:

Beginning at a point in the center of Overton Road being the northwest corner of the property conveyed to C. T. Hartman of record in Book 2749, page 627, Register's Office for said County; thence with said Overton Road, north 1 deg. 30' east 520 feet north 1 deg. 53' east 1,249.81 feet and north 3 deg. 36' east 45.34 feet; thence south 88 deg. 51' east 404.37 feet; thence south 89 deg. 12' east 369.55 feet; thence south 89 deg. 20' east 574.95 feet; thence south 89 deg. 18' east 497.09 feet; thence south 3 deg. 11' west 311.39 feet; thence south 3 deg. 21' west 335.15 feet; thence south 3 deg. 29' west 705.27 feet; thence south 3 deg. 33' west 512.52 feet; thence north 87 deg. 42' west 1793.77 feet to the beginning, containing 76.900 acres, more or less, less 1.250 acre, more or less, for a roadway dedication.

Being the same real property conveyed to Lena Collins Dillard by deed from Frank Thomas Dillard, dated April 28, 1949, filed May 26, 1949, and recorded in Book 1718, page 159, said Register's Office.

This conveyance is made subject to easements of record in Book 2274, page 425, and Book 2595, page 534, Register's Office for Davidson County, Tennessee, and easement, if any, for right of way of Overton Road and an unnamed road along the northerly line of premises lying within premises herein described..

Frank T. Dillard joins in the execution of this instrument for the purpose of confirming and ratifying the conveyance of the within described property and quitclaiming all right, title and interest which he may have in and to said property.

Grantee agrees to develop the property herein conveyed according to a subdivision plan in an orderly manner. The lien on this deed of trust shall be released as to 22 lots to be designated by Brentview Development Company at such time as a subdivision plan is recorded in the Register's Office for Davidson County, Tennessee, and thereafter additional lots shall be released upon payment of $2,500.00 per lot, and said payment for lot release shall be applied first on the next payment due on the principal of the note, and the buyer agrees not to request release of any lot that would leave any portion of the property remaining subject to the lien isolated and having a substantially different value than before such release. The buyer shall have prepared each such release and shall pay for the cost of recordation.

AND, I, LENA COLLINS DILLARD, have made and do hereby make, constitute and appoint my son, Frank T. Dillard, as my true and lawful attorney in fact for me, and in my name and stead to execute for recordation in the office of the Register of Davidson County, Tennessee, an instrument of release in satisfaction of the lien securing the within described note upon delivery to him of the payment of the sums set out hereinabove, and I do hereby ratify and confirm said release when so made in my name by said attorney in fact as fully and to the same extent as if the same had been executed by me.

The conveyance in trust hereinafter contained shall secure the payment of said note, principal and interest, and any extensions and renewals thereof and notes given in payment of interest, and all attorneys' fees and court costs and expenses of whatever kind, incident to the collection of said indebtedness and the enforcement and protection of the lien of this conveyance.

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

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Brentview Development Company, its successors ..... *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 noted above and by 1967 taxes which have been prorated and are assumed by grantee.

I *further covenant and bind* myself, my ..... *heirs and representatives, to warrant and forever defend the title to said real estate to said* Brentview Development Company, its successors ..... *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 Brentview Development Company, a partnership, as aforesaid, ... *hereinafter referred to as trustors, hereby transfer and convey unto* Frank T. Dillard, *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 3rd *day of* November, *19* 67

Lena Collins Dillard

Lena Collins Dillard

Frank T. Dillard

Frank T. Dillard

BRENTVIEW DEVELOPMENT COMPANY, a partnership

By: N. C. Dunn, Jr., partner

First & Mid-South Mortgage Company, partner

By: J. R. Pearigen, Jr., Certified Agent

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Barbara Ferguson, *a Notary Public in and for said County and State,* Lena Collins Dillard and Frank T. Dillard

*the within named 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* 3rd *day of* November, *19* 67

Barbara Ferguson *Notary Public*

Commission expires 10/24/70

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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Personally appeared before me, Clara Dee Taft, *a Notary Public in and for said County and State,* N. C. Dunn, Jr., Partner

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 3rd *day of* November, *19* 67.

Clara Dee Taft, *Notary Public*

Commission expires October 25, 1969

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Clara Dee Taft, *a Notary Public of the State and County aforesaid, personally appeared* J. R. Pearigen, Jr., *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* certified agent *of the* First & Mid-South Mortgage Company, Partner, *the within named bargainor, a corporation, and that* he *as such* certified agent, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* him *self as* certified agent.

Witness my hand and seal, at office in Nashville, Tennessee,
this 3rd *day of* November, *19* 67.

Clara Dee Taft *Notary Public*

Commission expires October 25, 1969

STATE TAX $ 2.75
PROBATE .50
TOTAL $ 3.25

NOV 6 1967

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

PAID NOV 6 - 1967

STATE TAX $ 1.25
PROBATE .50
TOTAL $ 1.75

NOV 6 1967

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

PAID NOV 6 - 1967

INSTALLMENT DEED

FROM Lena Collins Dillard

TO Brentview Development Company

95063

FELIX Z. WISDOM II REGISTER
DAVIDSON COUNTY
STATE OF TENN

NOV 6 9 51 AM '67

RECORDING FEE $ 1.00

DEP. REG.

TITLE COMPANY

864205 864206