SEND TAX BILLS TO:
M. L. Cypress and J. B. Guttman
1007 Murfreesboro Road
Nashville, Tennessee

TAX PARCEL NO. 2DA-50745
BOOK 4229 PAGE 605

INSTALLMENT DEED — TENNESSEE TITLE COMPANY

FORM 1008

FOR AND IN CONSIDERATION OF the sum of Eighty Thousand and No/100 ($80,000.00)----- DOLLARS

of which $ 25,000.00 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 their one joint and several promissory note for the principal sum of $55,000.00, payable to the order of Louise Utley Hobson, in semi-annual installments after date, of $5,000.00, on October 16th and April 16th of each year, with interest on the unpaid balance at the rate of 6% per annum.

STATE TAX $ 208.00
PROBATE .50
TOTAL $ 208.50

APR 23 1968

FELIX Z. WILSON, II
COUNTY REGISTER
DAVIDSON COUNTY, TENN.

STATE TAX $ 53.00
PROBATE .00
TOTAL $ 53.00

APR 23 1968

FELIX Z. WILSON, II
COUNTY REGISTER
DAVIDSON COUNTY, TENN.

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

I, Louise Utley Hobson, a widow,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Mandell L. Cypress and Jerome B. Guttman,

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being a part of the southwest corner of the Dower Tract of 18 acres and 147 poles as shown on the Plan of the lands of Ed Vaughn, deceased, as of record in Plan Book 1, page 89, Chancery Court and described partly according to a copy of a survey thereof made by James A. Hamilton, Jr., Surveyor, dated September 23, 1952, as follows: BEGINNING at an iron pin in the northerly margin of Murfreesboro Pike, at the southeast corner of the property conveyed to George Cole, by deed of record in Book 3503, page 59; thence along Cole's westerly line, North 34° 59' East 200 feet to Cole's northwest corner; thence along his northerly line, South 45° 45' East 100 feet to a point in the westerly line of the land formerly owned by Tennessee Industrial School, now a Motor Court; thence with the westerly margin of the same, North 34° 59' East 117.6 feet to a stake in the south boundary of the property owned by the State of Tennessee, being the Tennessee Industrial School property; thence with the same, North 71° 46' West 477.3 feet to an iron pin; thence South 16° 44' West 131.6 feet to an iron pin in the northerly margin of Murfreesboro Pike thence with the same, along a slight curve, easterly 320.4 feet to the beginning. BEING part of the property vested as follows: A 2/5 undivided interest is in Louise Utley Hobson, by deed from Emma Young Horn, Trustee, et al, as of record in Book 1710, page 537; and from Gerda Hobson Northern and husband, as of record in Book 2016, page 296, one from Clytie Hobson, a widow, as of record in Book 2017, page 272, and as the surviving widow of W. Campbell Hobson, deceased; and a 3/5 undivided interest is in Louise Utley Hobson, as devisee under the will of W. Campbell Hobson, deceased, probated in the Office of the County Court Clerk's Office for Davidson County, Tennessee, on January 9, 1963.

This conveyance is made subject to restrictions, easements and setback lines applicable to said property and to the lien of taxes for 1968 which have been prorated and assumed by the Grantees.

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.

BOOK 4229 PAGE 606

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 us in hand paid, we, the said grantees herein do hereby transfer and convey unto John J. Hooker, Sr. 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, the said grantees 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 $ None 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 interest may appear. We 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 we fail 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 we, the said grantees, 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 we fail 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; we fail 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 conveyance. We agree 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. 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:

This instrument prepared by

STEARNS, LACKEY, HOLMAN & ARCHER

First Federal Building

Nashville, Tennessee 37219

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 advise 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 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 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the 16th day of April 19 68.

Louise Utley Hobson

Louise Utley Hobson

Jerome B Guttman

Jerome B. Guttman

Mandell L. Cypress

Mandell L. Cypress

I hereby offer this instrument for record and do swear or affirm that to the best of my knowledge and belief the greater of the actual consideration for or value of the property interest herein transferred is $20,000.00.

L. L. Holman

Affiant

State of Tennessee)
County of Davidson)

Sworn to and subscribed before me this 19th day of April, 1968.

My Commission Expires:
1-26-71

Virginia R. Runion
Notary Public, in and for the aforesaid State and County.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, VIRGINIA R. RUNION, a Notary Public in and for said County and State, the within named Louise Utley Hobson the 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, Tenn. this 16th day of April, 1968.

Commission Expires 1-26-71 Virginia R. Runion, Notary Public.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, VIRGINIA R. RUNION, a Notary Public in and for said County and State, the within named Mandell L. Cypress and Jerome B. Guttman the 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, Tenn. this 16th day of April, 1968.

Commission Expires 1-26-71 Virginia R. Runion, Notary Public.

therein contained by signing the name of the corporation by the said
as such and attesting the same by the said
as such

WITNESS my hand and official seal at office at
on this the day of , 19

My commission expires Notary Public

INSTALLMENT DEED

FROM

LOUISE UTLEY HOBSON

TO

MANDELL L. CYPRESS AND

JEROME B. GUTTMAN

REGISTER'S OFFICE

STATE OF TENNESSEE
DAVIDSON COUNTY

Received for record this day of A. D. 19
at o'clock M.,
Noted in Book Page
Recorded in Book Page
Recording Fee
By Dept. Reg.

FELIX Z. WISSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

APR 23 00 PM '68

NOTE BOOK 4229 PAGE 637
RECORDING FEE 1.50
DEP. REGIS

Published by

TENNESSEE TITLE COMPANY
Nashville, Tenn.
Zone Office
LAWYERS TITLE INSURANCE CORPORATION
of Richmond, Virginia

File T. L. Holman