This Instrument Prepared By
R. Marshall, Attorney
Nashville, Tennessee

Installment Deed

BOOK 4241 PAGE 719

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Robert J. Baltz,Jr.,et al (NAME:)	Robert J. Baltz, Jr. (NAME:)	Map 106-3
1612 Elm Hill Road (STREET ADDRESS OR ROUTE NUMBER)	1612 Elm Hill Road (STREET ADDRESS)	Pac. 23-31
Nashville, Tennessee (CITY) (P. O. ZONE) (STATE)	Nashville, Tennessee (CITY) (ZONE) (STATE)	PW

FOR AND IN CONSIDERATION of the sum of Twenty-one thousand ($21,000.00)----- *Dollars,*

of which Six thousand ($6,000.00)----- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Fifteen thousand ($15,000.00) *Dollars,*

Robert J. Baltz, Jr., D. Martin Baltz, Frank J. Baltz, Dennis L. Baltz, Jack P. Baltz, Patrick J. McRedmond and Louis A. McRedmond *ha.ve executed* their one joint promissory note of even date herewith, payable to the order of R.O. Rollins, Sr., bearing interest from date at the rate of six and one-half (6-1/2%) percent per annum, and being payable as to principal in three annual installments of five thousand ($5,000.00) dollars each, the first installment being due and payable on or before June 6, 1969, the second on or before June 6, 1970, and the last on or before June 6, 1971. Interest is payable annually on the unpaid principal balance at the time the principal payment is due and payable. All or any part of said annual payments may be made at any time with accrued interest to date of payment only,

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, We, R. O. Rollins, Sr., and wife, Georgia A. Rollins,

have this day bargained and sold, and do hereby transfer and convey unto the said Robert J. Baltz,Jr., D. Martin Baltz, Frank J. Baltz, Dennis L. Baltz and Jack P. Baltz, a one-half undivided interest together, and to Patrick J. McRedmond and Louis A.McRedmond, the remaining undivided one-half interest therein /together, their *(successors), heirs and assigns,*

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

Being land in the 3rd Civil District of Davidson County, Tennessee, being part of Lot No. 6 of the Trabue Lands, as of record in Minute Book "I", pages 190 and 191, in the United States Circuit Court, and described according to copy of a survey made Nov. 17, 1960, by Hickerson & Hickerson Engineers, as follows:

BEGINNING at a point in the south margin of Elm Hill Pike, at an iron pin 273.9 feet west of the center of Spence Lane; at the northwest corner of the property that was conveyed to Baltz and McRedmond, by deed of record in Book 3032, page 86, Register's Office for said County; said point also in an old established wire fence line; thence along said old fence line, south 15° west 753.6 feet to an iron pin, which is 12 feet north of a fence post and iron pin in the north line of the property that was conveyed to Baltz, by deed of record in Book 848, page 530, said Register's Office; thence along said Baltz line, along a drain, south 84° west 136.1 feet to an iron pin; and north 81° west 12.4 feet to an iron pin in the southeast corner of the Lewis property; thence along Lewis' east line, North 15° 15' East 743.3 feet to an iron pin in the south margin of Elm Hill Pike; thence with the margin of said pike, North 81° 15' East 150 feet to the point of beginning.

There is included in the foregoing description of said property but hereby excluded therefrom the following tract or parcel of land which was made the subject of condemnation by The Metropolitan Government of

Nashville and Davidson County, Tennessee, in a certain condemnation case styled The Metropolitan Government of Nashville and Davidson County, Tennessee, VS R. O. Rollins, Sr., same being Appearance No. A-5128 of the Circuit Court of Davidson County, Tennessee, in which said action the following tract or parcel of land, included in the foregoing description but hereby excluded was divested out of the said R. O. Rollins, Sr., and vested in the said The Metropolitan Government of Nashville and Davidson County, Tennessee, by Order of the Sixth Circuit Court of Davidson County, Tennessee, under date of March 12, 1968, said Order appearing of record in Minute Book No. 6A, Page 515, of the minutes of said Court, said property being described in said Order as follows:

Land in Davidson County, Tennessee, to wit:
BEGINNING at a point in the present South margin of Elm Hill Pike, at an iron pin, 273.9 feet West of the center of Spence Lane, at the Northwest corner of the property that was conveyed to Baltz and McRedmond, by deed of record in Book 3032, Page 86, Register's Office for said County; thence South 18° 41' West 25.71 feet to a point on the new relocated South margin of Elm Hill Pike; thence South 84° 46' West 93.71 feet along the new relocated South margin of Elm Hill Pike, the same being parallel to and 40 feet from the centerline of said Pike to a point; thence southwesterly 41.77 feet around the arc of a curve that has a 25-foot radius to a point at the end of said curve on the new relocated East margin of Spence Lane; thence Southeasterly 162.40 feet around the arc of a curve that has a 521.25 foot radius on the new relocated East margin of Spence Lane, the same being parallel to and 30 feet from the new relocated centerline of Spence Lane to a point, said point being South 18° 41' West 214.44 feet from the point of beginning on the property line between Baltz, McRedmond and Rollins; thence South 18° 41' West 79.8 feet along said property line to a point on the new relocated West margin of Spence Lane; thence Northerly 210.00 feet along a curve on the new relocated West margin of Spence Lane, the same being parallel to and 60 feet from the new relocated East margin of Spence Lane to a point on the property line between Rollins and Lewis; thence North 18° 41' East 86.53 feet along the property line between Rollins and Lewis to a point on the present Southerly margin of Elm Hill Pike; thence North 84° 46' East 150 feet with the margin of the same to the point of beginning and containing 16,575 square feet, more or less.

Being part of the same property conveyed to R. O. Rollins, Sr., by deed from Tom F. Jones and wife, Ruth Jordan Jones, of record in Book 3165, Page 157, Register's Office for Davidson County, Tennessee.

As a result of the taking of said parcel of land in said condemnation action there are now two parcels of land herein conveyed one parcel at the Southeast corner of Elm Hill Pike and Spence Lane (as relocated) containing 10,000 square feet, more or less, of land, and a second parcel southerly across Spence Lane containing 1.75 acres of land, more or less.

The property conveyed in this deed is conveyed subject to the following easements to wit:

A permanent easement set forth in a conveyance dated February 14, 1964, from R. O. Rollins, Sr., to Metropolitan Government of Nashville and Davidson County, Tennessee, of Record in Book 3702, Page 120, Register's Office of Davidson County for the installation and maintenance of a sewer along the rear of said property.

Also two additional permanent easements and rights of way set forth in conveyance from R. O. Rollins, Sr., to Metropolitan Government of Nashville and Davidson County, Tennessee, dated the 23rd day of March 1966, which conveyance is of Record in Book 4008, Page 212, of said Register's Office, for the installation and maintenance of a sewer along the Easterly margin of said property and also across the said property running in an Easterly-Westerly direction.

This conveyance is also made subject to all applicable zoning restrictions and ordinances, and set back lines of The Metropolitan Government of Nashville and Davidson County, Tennessee.

The said agreements wherein the foregoing easements and rights of way are created grant to R. O. Rollins, Sr., his heirs, successors and assigns, certain rights for free taps to the sewer or sewers established over said easements and rights of way by said Metropolitan Government of Nashville and Davidson County, Tennessee, and as to said rights R. O. Rollins, Sr., conveys all of his right, title and interest therein and thereto to the Grantees herein, their heirs, successors and assigns.

This conveyance is also subject to the following temporary slope and drainage easement mentioned in the above styled case of The Metropolitan Government of Nashville and Davidson County, Tennessee, vs R. O. Rollins, Sr., Circuit Court Appearance No. 5128 to-wit:

> "Temporary slope and drainage easement containing 5,485 square feet on property parallel to the property described under III (1), hereinabove, (this refers to the property taken) that is, being parallel to and extending 5 feet from the new relocated West margin of Spence Lane and being parallel to and extending 15 feet from the new relocated East margin of Spence Land and being parallel and extending 15 feet from the new relocated South margin of Elm Hill Pike, such easement to become null and void upon completion of the Spence Lane and Elm Hill Pike construction referred to hereinabove."

It is believed all of the use of the foregoing easements have heretofore been eliminated upon completion of the construction of the new part of Spence Lane and the widening of Elm Hill Pike.

This is unimproved ( ) improved ( ) property, known as 1447 Elm Hill Pike, Nashville, Tennessee
(House Number) (Street) P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantees their *(successors), heirs and assigns forever.* I, R.O. Rolling, Sr. *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 by taxes for 1968 which have been pro-rated between Grantor and Grantees and same are hereby assumed by Grantees.

I, R.O. Rollins, Sr. *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Grantees named herein, their *(successors), 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 Robert J. Baltz, Jr. and wife, Katherine Baltz, D. Martin Baltz and wife, Reba Baltz, Frank J. Baltz and wife, Frances A. Baltz *hereinafter referred to as trustors, hereby transfer and convey unto* Richard Marshall, *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:

Baltz, Patrick J. McRedmond and wife, Edith Agnes McRedmond, Baltz & wife, Marie Baltz, Jack P. Baltz and wife, Joyce De is L. Ba

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.

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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 6th *day of* June, *19* 68

Robert L. Baltz, Jr.
Frank L. Baltz, Sr.
M. Martha Baltz
Dennis L. Baltz
John C. Baltz
Louise M. Redmond
Patrick L. McRedmond
Anne Marie McRedmond

R O Rollins, Sr.
Georgia A. Rollins
Katherine Baltz
Joyce Baltz
Marie Baltz
Reba Baltz
Frances A. Baltz
Edith McRedmond

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Carolyn H. Brock, *a Notary Public in and for said County and State,* R. O. Rollins, Sr., and wife, Georgia A. Rollins,

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* 10th *day of* June, *19* 68.

CAROLYN H. BROCK NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Carolyn H. Brock *Notary Public*
at Large State of Tenn.

Commission expires June 22, 1969

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

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Personally appeared before me, WARREN W. BROWN, a Notary Public in and for said County and State, Robert J. Baltz, Jr., and wife, Katherine Baltz, D. Martin Baltz and wife, Reba Baltz, Frank J. Baltz and wife, Frances A. Baltz, Dennis L. Baltz and wife, Marie Baltz, Jack P. Baltz and wife, Joyce Baltz, Patrick J. McRedmond and wife, Ann Marie McRedmond and Louis A. McRedmond and wife, Edith Agnes McRedmond, 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 6TH day of June, 1968.

Warren W. Brown Notary Public

Commission expires

My Commission Expires Nov. 15, 1971

JUN 10 68	CONV	21,000.00			
JUN 10 68 S'TAX			A*	54.60	
JUN 10 68	MORTG	15,000.00			
JUN 10 68 S'TAX			A*	13.00	
JUN 10 68 PRFEE			A*	.50	
JUN 10 68	MDEED		A*	9.00	* 77.10

A 000941

IDENTIF. REFERENCE

JUN 10 1 50 PM '68

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM

R.O. Rollins, Sr., et ux

TO

Robert J. Baltz,Jr., et al

Compliments of

GUARANTY TITLE
Office of
CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

R. Marshall, Attorney