This Instrument Prepared By:
BAILEY, EWING & DALE, Attys.
709-719 Nashville Trust Building
Nashville, Tennessee 37201

INSTALLMENT DEED

BOOK 4246 PAGE 639

ADDRESS NEW OWNER AS FOLLOWS: SEND TAX BILLS TO: MAP PARCEL NUMBERS

Henry H. Hudson
1306 Murfreesboro Road Same
Nashville, Tennessee 37210

Map 120
Par. 14
m.o.

FOR AND IN CONSIDERATION of the sum of Two Hundred Twenty-Five Thousand and no/100 ($225,000.00) Dollars, of which Sixteen Thousand Six Hundred Forty-Eight and 50/100 ($16,648.50) Dollars has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder, Two Hundred Eight Thousand Three Hundred Fifty-One and 50/100 ($208,351.50) Dollars, Henry H. Hudson, hereinafter referred to as Grantee, has executed his promissory note, of even date herewith, payable to the order of Mary Baird Campbell, in three installments as follows: on or before one year from date, Seventy Five Thousand ($75,000.00) Dollars; on or before two years from date, Sixty-Six Thousand Six Hundred Seventy-Five and 75/100 ($66,675.75) Dollars; and on or before three years from date, Sixty-Six Thousand Six Hundred Seventy-Five and 75/100 ($66,675.75) Dollars, together with interest thereon at the rate of six per centum (6%) per annum on the unpaid balances, due and payable contemporaneously with the said principal installments, 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, Mary Baird Campbell, hereinafter referred to as Grantor, has this day bargained and sold, and does hereby transfer and convey unto the said Grantee, his heirs and assigns, certain real estate in Davidson County, as follows:

> A tract of land situated in the Second Civil District of Davidson County, Tennessee, and described according to survey prepared by Hickerson-Miller Engineers-Surveyors, Job No. 229-58, dated June 28, 1958, as follows:
>
> Beginning at a hub set in the southwesterly margin of the right-of-way of the Murfreesboro Pike at the center of Glengarry Drive; thence with the center of Glengarry Drive South 41° 07' west 50.0 feet to a hub; thence continuing with the center of Glengarry Drive

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $225,000.00. Affiant Elmer M. Ewing

Subscribed and sworn to before me this 27 day of June 1968

Deputy Register O. L. Gentry

along a curve to the left or south, 231.0 feet, said curve having a radius of 246.7 feet, to a hub; thence continuing with said center line of Glengarry Drive south 12° 33' east 22 feet to a hub; thence leaving the center line of Glengarry Drive, south 77° 27' west 135.0 feet to a hub; thence north 63° 22' west 250.0 feet to a hub; thence north 48° 53' west 1259.0 feet to a hub; thence north 40° 37' west 182.3 feet to an iron pin set in the southeasterly boundary of Glencliff Estates, Section Three, as of record in Book 1424, Page 1, Register's Office for Davidson County, Tennessee; thence at said Glencliff Estates Boundary and a highway right-of-way north 53° 15' east 417.0 feet to a hub set in the southwesterly margin of the Murfreesboro Road right-of-way; thence with said margin of said right-of-way of Murfreesboro Road south 48° 53' east 575.0 feet to a point; thence south 41° 07' west 8.0 feet to a point; thence south 48° 53' east 15.0 feet to a point;thence north 41° 07' east 8.0 feet to a point; thence south 48° 53'east 587.0 feet to a point; thence south 86° 07' west 25.4 feet to a point; thence south 48° 53' East 55 feet to a point; thence north 86° 07' east 25.4 feet to a point; thence south 48° 53' east 323.0 feet to the point of beginning, and containing, according to said survey, 15.91 acres, be the same more or less.

The above described tract of land is a part of the land which was conveyed to Johnnie M. Campbell by deed of Louise K. Frazier and husband, of record in Book 367, Page 29, Register's Office for Davidson County, Tennessee, and said property was devised by the said Johnnie M. Campbell to Lemuel R. Campbell by the terms of her Will which is of record in Will Book 41, Page 360, in the office of the County Court Clerk of Davidson County, Tennessee. This said property is a part of the property which was devised to Russell Campbell, deceased, which is of record in Will Book58, Page 402, in the office of the County Court Clerk of said County; a one-third interest to the said property was devised to the said Russell Campbell by the terms of said Will and another one-third interest in said property was conveyed to the said Russell Campbell by deed of Matthew M. Campbell, of record in Book 1291, Page 620, Register's Office for Davidson County, Tennessee, and the remaining one-third interest in said property was conveyed to the said Russell Campbell by deed of Russell Campbell in his capacity as testamentary trustee, of record in Book 1298, Page 484, in the said Register's Office.

And being part of the property which was devised to Mary Baird Campbell under the Will of Francis Russell Campbell, which is of record in Will Book 79, Page 205 in the office of the Probate Clerk for Davidson County, Tennessee.

This unimproved property known as _____ Murfreesboro Road, Nashville, Tennessee.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantee, his heirs 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 in unencumbered, except by applicable zoning ordinances, and restrictive covenants of record in Book 1788, Page 349, Register's Office for said County.

I further covenant and bind my heirs and representatives, to warrant and forever defend the title to said real estate to said Grantee, his 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 Grantee hereinafter referred to as Trustor, hereby transfers and conveys unto Andrew Ewing, 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:

Trustor agrees 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 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.

Trustor further agrees 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 trustor 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 trustor 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, trustor fails 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 trustor, his 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.

Grantor expressly agrees to release the lien on the property herein conveyed at any time or times upon the following terms: as to that part of the property lying adjacent to Murfreesboro Road and running back to a line 200 feet southwest of and parallel to Murfreesboro Road, at the rate of $200.00 per front foot measuring along Murfreesboro Road; and as to that portion of the property lying between the 200 feet frontage strip (as described above) and the rear or southwesterly line of the tract herein conveyed, at the rate of $10,000.00 per acre. In the event of such release, all sums paid by Grantee for the release of any tract or tracts, shall be applied first to the unpaid interest on the remaining principal indebtedness and the balance

to the principal of the indebtedness. All costs incident to any such release, including, without limitation, the costs of any necessary surveys, drafting of the release, and the recording of the same shall be paid by the Grantee.

I, Ruth C. Hudson, wife of Henry H. Hudson, join herein for the sole purpose of releasing, relinquishing and waiving, for the purposes of this instrument, any right, title or interest in and to the property hereinabove conveyed by way of homestead, dower or otherwise, but for no other purpose.

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 28th day of December, 1966.

A03175

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IDENTIF. REFERENCE
JUN 27 9 38 AM '66
FELIX Z. ZOLLICOFFER, REGISTER
DAVIDSON COUNTY, TENN.

Henry H. Hudson

Ruth C. Hudson

Mary Baird Campbell

JUN27 CONV 90,000.00
JUN27 CONV 10,000.00
JUN27 CONV 90,000.00
JUN27 CONV 35,000.00
JUN27 S'TAX A* 505.00
JUN27 MORT'G 90,000.00
JUN27 MORT'G 10,000.00
JUN27 MORT'G 90,000.00
JUN27 MORT'G 18,357.50
JUN27 S'TAX A* 206.40
JUN27 PRFEE A* .50
JUN27 DEED A* 9.00 * 800.90

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me Betty Poage, a Notary Public in and for said County and State, Mary Baird Campbell, Henry H. Hudson and Ruth C. Hudson, the within named bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purpose therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 28th day of December, 1966.

Betty Poage
Notary Public

My Commission Expires:
12-25-67

