Installment Deed

This instrument was prepared by
GRISSIM AND SHORT, Attorneys
Court Square Building
Nashville, Tennessee

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
GEORGE HICKS	SAME BOOK 4253 PAGE 672	Map. 50
(NAME:) Rt #5 Old Hickory Blvd	(NAME:)	Par. 45-46
(STREET ADDRESS OR ROUTE NUMBER) Nashville Tenn.	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	PW

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED THOUSAND AND NO/100------- ($100,000.00) ---------- *Dollars,*

of which TWENTY THOUSAND ---------- ($20,000.00)---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder EIGHTY THOUSAND AND NO/100----- ($80,000.00)---------- *Dollars,*

GEORGE HICKS AND WIFE, SALLIE R.

haVE executed

EXECUTED THEIR NOTE OF EVEN DATE, PAYABLE IN FIVE ANNUAL PAYMENTS OF SIXTEEN THOUSAND ($16,000.00) DOLLARS EACH PLUS INTEREST AT THE RATE OF 6% PER ANNUM, PAYABLE TO THE ORDER OF HOWARD B. MCGEE, THE INTEREST ON SAID NOTE SHALL NOT BEGIN TO RUN UNTIL NOVEMBER 1, 1968.

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, HOWARD B. MCGEE AND WIFE, IDA MCGEE

have this day bargained and sold, and do hereby transfer and convey unto the said GEORGE HICKS AND WIFE, SALLIE R. HICKS

THEIR (~~HEIRS~~), *heirs and assigns,*

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

THREE TRACTS OF LAND IN THE 12TH, FORMERLY 21ST, CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, AS FOLLOWS:

TRACT NO. 1: ON THE WESTERLY SIDE OF THE DICKERSON TURNPIKE ABOUT 5 MILES FROM NASHVILLE, DESCRIBED AS FOLLOWS:
BEGINNING 200 FEET WEST OF THE SOUTHEAST CORNER OF A STRIP OF LAND 15 FEET WIDE CONVEYED BY W. S. ROCKEY TO S. S. SANDERS BY DEED OF RECORD IN BOOK 123, PAGE 588, REGISTER'S OFFICE FOR SAID COUNTY, NOW OWNED BY GEORGE NEWLIN, RUNNING THENCE WEST WITH THE SOUTH LINE OF SAID STRIP OF LAND 925 FEET, MORE OR LESS, TO A POINT 15 FEET SOUTH OF THE NORTHWEST CORNER OF LOT NO. 2 IN A DIVISION OF THE JAMES SANDERS LAND, (NOT OF RECORD) THENCE SOUTH 862.8 FEET TO A POINT IN THE NORTH LINE OF THE JOE SANDERS LAND; THENCE EAST WITH SANDERS' NORTH LINE 1125 FEET TO A POINT IN THE CENTER OF THE DICKERSON PIKE; THENCE NORTH WITH THE CENTER OF SAID PIKE 762.8 FEET, MORE OR LESS, THENCE WEST 200 FEET; THENCE NORTH 144 FEET TO THE POINT OF BEGINNING
BEING THE SAME PROPERTY CONVEYED TO HOWARD B. MCGEE AND WIFE, IDA MCGEE BY DEED FROM GEORGE P. HOWELL ET AL, OF RECORD IN BOOK 1189, PAGE 439, REGISTER'S OFFICE FOR SAID COUNTY.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $100,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 22nd DAY OF JULY, 19 68

MY COMMISSION EXPIRES: 11-16-68 (AFFIX SEAL) Notary Public Billy H. Howell

TRACT NO. 2: BEGINNING AT THE SOUTHWEST CORNER OF THE WILLIAM S. ROCKEY TRACT NOW HOWARD MCGEE, BEING THE SOUTHWEST CORNER OF LOT NO. 2 OF THE J. J. SANDERS LANDS, NOT OF RECORD; THENCE ALONG THE WEST LINE OF LOT NO. 2 NORTH 1-3/4 DEG. EAST 28.02 POLES TO THE SOUTHEAST CORNER OF THE PROPERTY CONVEYED TO GEORGE M. NEWLIN BY DEED OF RECORD IN BOOK 505, PAGE 4, REGISTER'S OFFICE FOR SAID COUNTY; THENCE WITH NEWLIN'S SOUTH LINE, NORTH 88-1/2 DEG. WEST 56.84 POLES TO THE NORTHEAST CORNER OF A 27-ACRE TRACT CONVEYED TO E. S. BRUGH, TRUSTEE, BY DEED FROM STEPHEN SAUNDERS AND WIFE, OF RECORD IN BOOK 533, PAGE 365, SAID REGISTER'S OFFICE; THENCE ALONG THE EAST LINE OF SAID BRUGH TRACT, SOUTH 17-1/4 DEG. EAST 100.2 POLES TO A WALNUT TREE IN THE NORTH LINE OF THE PROPERTY CONVEYED TO J. W. RICHMOND BY DEED OF RECORD IN BOOK 554, PAGE 115; THENCE ALONG RICHMOND'S LINE, SOUTH 89 DEG. 50' EAST 22.4 POLES TO A BLACK WALNUT POINTER IN THE WEST LINE OF LOT NO. 4 OF SAID J. J. SANDERS LANDS; THENCE ALONG THE WEST LINE OF LOTS NOS. 4 AND 3 OF SAID SANDERS LAND, NORTH 1-3/4 DEG. EAST 45.6 POLES TO A POINT; THENCE NORTHEASTERLY, CROSSING THE NORTHWESTERLY PART OF LOT 3 OF SAID SANDERS LAND, 677 FEET, MORE OR LESS TO A POINT IN THE SOUTH LINE OF THE PROPERTY NOW OWNED BY HOWARD MCGEE; THENCE WESTERLY ALONG MCGEE'S LINE, 584 FEET TO THE BEGINNING. BEING THE SAME PROPERTY CONVEYED TO HOWARD MCGEE AND WIFE, IDA MCGEE, BY DEED FROM JOSEPH P. SANDERS AND WIFE, OF RECORD IN BOOK 1783, PAGE 549, REGISTER'S OFFICE FOR SAID COUNTY.

TRACT NO. 3: A SHORT DISTANCE WEST FROM THE DICKERSON PIKE ON THE WATERS OF WHITES CREEK; BEGINNING AT A STONE, THE NORTHEAST CORNER OF A TRACT OF LAND CONVEYED BY T. D. MORRIS AND WIFE, TO HARDISTY AND POWELL IN D. D. PHILLIPS SOUTH LINE; THENCE WITH SAID LINE WESTERLY 86.3 POLES TO A STONE, COOK'S NORTHEAST CORNER; THENCE WITH COOK'S EAST LINE SOUTH 1 DEG. WEST 56.48 POLES TO A STONE ON THE WEST SIDE OF A SMALL BRANCH, SAUNDERS NORTHWEST CORNER; THENCE WITH HIS NORTH LINE SOUTH 88 DEG. 35' EAST 84.88 POLES TO THE EAST LINE OF SAID TRACT OF LAND; THENCE NORTH 1-3/4 DEG. EAST 55.58 POLES TO THE BEGINNING.

BEING THE SAME PROPERTY CONVEYED TO HOWARD MCGEE AND WIFE, IDA V. MCGEE BY DEED FROM BETTIE NEWLIN OF RECORD IN BOOK 2016, PAGE 306, REGISTER'S OFFICE FOR SAID COUNTY.

This is improved ( ) unimproved ( ) property, known as ..... (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 GEORGE HICKS AND WIFE, SALLIE R. HICKS THEIR *(successors), 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,* EXCEPT AS STATED ABOVE AND 1968 TAXES WHICH GRANTEE ASSUMES.

WE *further covenant and bind* OURSELVES, OUR *heirs and representatives, to warrant and forever defend the title to said real estate to said* GEORGE HICKS AND WIFE, SALLIE R. HICKS 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 GEORGE HICKS AND WIFE, SALLIE R. HICKS *hereinafter referred to as trustors, hereby transfer and convey unto* J. M. GRISSIM, *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 22nd *day of* JULY, *19* 68

Howard B McGee

Ida McGee

Sallie R. Dicks

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Billy H. Howell, *a Notary Public in and for said County and State,* HOWARD B. McGEE AND WIFE, IDA McGEE AND [illegible]

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* 22nd *day of* JULY, *19* 68

Billy H Howell, *Notary Public*

Commission expires November 16th, 1968

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, VIRGINIA PHILLIPS, *a Notary Public in and for said County and State,* GEORGE HICKS AND WIFE, SALLIE R. HICKS, *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* 22 *day of* JULY, *19* 68.

Virginia Phillips, *Notary Public*

Commission expires 9-14-71

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ..., *a Notary Public of the State and County aforesaid, personally appeared* ....., *with whom I am personally acquainted, and who, upon oath, acknowledged* .....*self to be* ..... *of the* ....., *the within named bargainor, a corporation, and that* .....*he as such* ....., *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* .....*self as* .....

Witness my hand and seal, at office in ....., *this* .....*day of* ....., *19*.....

.....*Notary Public*

Commission expires .....

INSTALLMENT DEED

FROM

HOWARD B. McGEE ET UX

TO

GEORGE HICKS ET UX

A 0 6 3 2 7

IDENTIF. REFERENCE

JUL 24 9 44 AM '68

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

JUL 24 68	CONV	90,000.00			
JUL 24 68	CONV	10,000.00			
JUL 24 68	ST TAX		A*	260.00	
JUL 24 68	MORTG	80,000.00			
JUL 24 68	ST TAX		A*	78.00	
JUL 24 68	PR FEE		A*	.50	
JUL 24 68	W DEED		A*	6.00	* 344.50

Compliments of

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

Mail to: NASHVILLE, TENNESSEE
Mr. George T. Hicks

R# 5 Old Hickory Blvd., Nashville, Tenn.