This instrument prepared by Clyde P. Holland, attorney. Law firm of Warfield, Entrekin & Jones; Third National Bank Building; Nashville, Tennessee.

This Form furnished by Attorneys Title Company, Inc. **INSTALLMENT DEED** Form No. WD - 4

FROM

Robert W. Smith (single)

TO H. & S. Development Company

For draftsman's use

BOOK 4272 PAGE 876

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
H.&S.Development Company (NAME)	Same (NAME)	Map 159
Old Hickory Boulevard (STREET ADDRESS OR ROUTE NUMBER)	2401 Granny White Pike (STREET ADDRESS)	P/C 124
Nashville, Tennessee (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee (CITY) (STATE) (ZIP)	P/025 PW

(FOR REGISTER'S USE)

A 14752

IDENTIF. REFERENCE

SEP 27 11 28 AM '68

FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 68,820.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 23 DAY OF September 1968.

Clyde P. Holland
Notary Public

MY COMMISSION EXPIRES: 5-3-70

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Sixty-Eight Thousand, Eight Hundred, Twenty and No Cents ($68,820.00) - - - - - - - - - - - - - - - - DOLLARS

of which $ 7,500.00 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 note of even date herewith on the principal amount of Sixty-One Thousand, Three Hundred, Twenty and No Cents ($61,320.00) Dollars, payable to the order of Robert W. Smith, on or before September 27, 1971, plus interest on the unpaid balance thereof from January 27, 1969, payable annually at the rate of six (6%) percent per annum,

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,

Robert W. Smith

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto H. & S. Development Company

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

Land in the Seventh, formerly the Eleventh, Civil District of Davidson County, Tennessee, consisting of two tracts, more particularly described as follows:

TRACT NO. ONE: Being Lot No. Two on the Plan of Hickory Boulevard Estates, as of record in Book 3700, page 142, Register's Office for Davidson County, Tennessee, herein described, according to an unrecorded survey of James L. Murphy and Co., dated November 11, 1967, as follows: Beginning at a point on the easterly margin of an unnamed street, said point being the northwest corner of Lot No. One, as described in deed of record in Book 4185, page 411, said Register's Office; thence, northerly with the easterly margin of said unnamed street along a curve to the left, said curve having a radius of 509.91 feet, a distance of 187.51 feet; thence northerly with the easterly margin of said street a distance of 300 feet; thence northerly, with the easterly margin of said street along a curve to the right, said curve having a radius of 854.05 feet, a distance of 152.13 feet; thence South 87° 43' East a distance of 489.26 feet to a point; thence South 36° 43' 39" East 618.74 feet to a point; thence South 33° 35' 44" West a distance of 120 feet to a point; thence North 78° 16' West a distance of 751.97 feet to the point of beginning, containing 9.8 acres, more or less.

TRACT NO. TWO: Described according to a survey of James L. Murphy and Company of November 11, 1967, as set out above, as follows: Beginning at a point on the westerly margin of an unnamed street, said point being North 87° 43' West a distance of 51.09 feet from the northwest corner of the tract above described; thence in a southerly direction along the westerly margin of said unnamed street along a curve to the left, said curve having a radius of 904.05 feet, a distance of 171.87 feet; thence with the westerly margin of said street South 20° 10' 18" East 300 feet to a point; thence southerly with the westerly margin of said street along a curve to the right, said curve having a radius of 459.31 feet, a distance of 284.37 feet; thence southerly along the westerly margin of said street South 15° 16' 50" West a distance of 223 feet; thence southerly with the westerly margin of said street along a curve to the left, said curve having a radius of 1886.94 feet, a distance of 453.84 feet to a point; thence southerly with the westerly margin of said street along a curve to the right, said curve having a radius of 30 feet, a distance of 47.12 feet to a point on the northerly margin of Old Hickory Boulevard; thence with the northerly margin of Old Hickory Boulevard North 88° 30' West a distance of 67 feet to a point; thence westerly with the northerly margin of said boulevard along a curve to the right, said curve having a radius of 1880.17 feet, a distance of 181.32 feet to a point; thence North 13° 39' 40" East 846.17 feet to an iron pin; thence North 76° 19' 50" West 500.11 feet to an iron pin; thence North 81° 07' 50" West 82 feet to a point; thence North 3° 10' East 475.56 feet to a point; thence South 87° 43' East a distance of 585.59 feet to the point of beginning, containing 13.14

acres, more or less.

THIS CONVEYANCE made subject to easement for the flow of a creek across a part of the rear line of lot No. 2. Owner's certificate as shown on plan of record in book 3700, page 142, as to Tract No. 1. Restrictive covenant contained in an instrument of record in book 1788, page 407, Register's Office for Davidson County, Tennessee, as follows:

SAID restrictive covenant expires 35 years from date. "That said premises or any part thereof shall not be sold, aliened, conveyed or devised to any person or persons of African blood or descent, and no person or persons of African blood or descent shall own or acquire title either in fee or otherwise, or as tenants or lessees, to any part of said premises, nor any part of said premises to be used for church or school purposes by any such persons; provided, however, that this is not intended to preclude or prohibit persons of African blood or descent from living in a house on said land, or any part thereof, in the capacity of servants."

BEING part of the same real property conveyed to Robert W. Smith by deed from John H. McCann and wife, of record in Book 2293, page 13, Register's Office for Davidson County, Tennessee.

This is { unimproved ( ) / improved ( ) } property, known as 20 Acres (House Number) on Old Hickory Blvd (Street) P. O. Address: Nashville (Brentwood) (City or Town) Tenn. (Postal Zone)

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, except as noted hereinabove.

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.

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 Clyde P. Holland 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 $_____ 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:

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. ‡Continued below

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 23 day of September, 19 68.

H. & S. Development Company

By: Karl E. Haury

KARL E. HAURY, President

Robert W. Smith

ROBERT W. SMITH

Reese L. Smith Jr.

Attest By: REESE L. SMITH, JR., Secretary

SEP 27 68	CONV	68,820.00			
SEP 27 68	MORTG	61,320.00			
SEP 27 68	S'TAX		B*	178.88	
SEP 27 68	S'TAX		B*	59.30	
SEP 27 68	PA'TEE		B*	.50	
SEP 27 68	W'DEED		B*	6.00	* 244.68

‡Continued from above

The hereinabove described real estate is to be divided into sixteen (16) building lots, more or less, and any of said building lots may be released from the lien of this Installment Deed by payment by Grantees to holder of the note secured hereby, of the sum of Five Thousand and No Cents (.$5,000.00) Dollars.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Karl E. Haury and Reese L. Smith, Jr., with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be President and Secretary, respectively, of H. & S. Development Company, the within named bargainor, a corporation, and that they as such President & Secretary, respectively, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by singing the name of the corporation by themselves as President and Secretary, respectively.

Witness my hand and seal, at office in Nashville, Tennessee, this 23 day of September, 19 68.

Clyde P. Holland, Notary Public

Commission expires 5-3-70