This instrument was prepared by
Bass, Berry & Sims, Attorneys
1900 American Trust Bldg.
Nashville, Tennessee

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Jack A. Pirrie (NAME)	same BOOK 4279 PAGE 907 (NAME)	Map 144
Chickering Lane (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par. 3
Nashville (CITY) (P. O. ZONE) Tennessee (STATE)	(CITY) (ZONE) (STATE)	PW

FOR AND IN CONSIDERATION of the sum of Forty-Six Thousand ($46,000.00) - *Dollars,*

of which Eleven Thousand Five Hundred ($11,500.00) - *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder of Thirty-Four Thousand Five Hundred ($34,500.00) - *Dollars,*

Jack A. Pirrie and wife, Betty B. Pirrie, - *have executed* and delivered their promissory note of even date herewith, bearing interest on the unpaid balance at the rate of 6-1/2% per annum and payable to the order of Campbell Realty, Inc., a Tennessee corporation, in seven (7) consecutive annual installments, commencing August 1, 1969, in the amount of Four Thousand Nine Hundred Twenty-Eight ($4,928.00) each, plus interest, for the first six (6) installments and the entire unpaid balance plus interest in the last or seventh (7th) installment,

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, said Campbell Realty, Inc. -

has ~~*have*~~ *this day bargained and sold, and does hereby transfer and convey unto the said* Jack A. Pirrie and wife, Betty B. Pirrie, -their XXXXXXX *heirs and assigns,*

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

Land in the 7th Civil District of Davidson County, Tennessee, as follows:
Beginning at an iron pin in concrete at the back corner or easterly most corner of lot 11 as recorded on the plan of Chickering Estates, Section I, book 2663, page 87, Register's Office for said County, and proceeding as follows: north 72° 11' east a distance of 791.6 feet to an iron pin in concrete; thence south 4° 14' west a distance of 242.3 feet to a concrete monument; thence south 0° 24' west a distance of 143.0 feet to a concrete monument; thence south 5° 27' west a distance of 396.0 feet to a concrete monument; thence continuing in a southerly direction with a fence, a distance of 130 feet, more or less, to a point; thence north 84° 09' west a distance of 1044.3 feet to a concrete monument on the margin of lot 18, Chickering Estates, Section I, book 2663, page 87; thence north 32° 06' east a distance of 308.3 feet to an iron pin in concrete; thence in an easterly direction with a 980.8 foot radius curve to an iron pin in concrete; thence north 29° 15' east a distance of 342.2 feet to the

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }
The actual consideration or value whichever is greater, for this transfer is $ 46,000.00
[illegible] Affiant
Subscribed and sworn to before me, this the [illegible] day of [illegible] 19[illegible]
[illegible] Notary Public
My commission expires: [illegible]
(Affix Seal)

point of beginning and containing 14.7 acres, more or less. Being part of the same property conveyed to Campbell Realty, Inc., a Tennessee corporation by deed from V. S. Campbell, et al of record in book 2752, page 396, Register's Office for said County.

BOOK 4279 PAGE 908

This property is conveyed subject to the following:

(a) Rights of ingress and egress to premises from Chickering Lane will be subject to the rights of the owners of lots Nos. 11 and 18 on the Plan of Chickering Estate of record in book 2663, page 87, Register's Office for Davidson County, Tennessee, as to a 60-foot street.

(b) Restrictive covenants contained in an instrument of record in book 2810, page 5, as amended by instrument of record in book 3096, page 210, Register's Office for Davidson County, Tennessee.

We, Vernon Sharp and ~~Jack D. Brandon~~ Russell W. Brothers, a majority of the members of the Committee appointed in the restrictions to which this property is subject, join herein for the purpose of approving this transfer of the above described property.

This is unimproved (X) improved ( ) property, known as Chickering Lane, 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 Jack A. Pirrie and wife, Betty B. Pirrie, their - XXXXXXXX *heirs and assigns forever.* Grantor *covenants that* it is *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 for 1968 taxes which have been prorated and assumed by Grantees and except as above set forth.

Grantor *further covenants and binds* itself, its successors and assigns XXXXXXXXXXXXXXX *to warrant and forever defend the title to said real estate to said* Jack A. Pirrie and wife, Betty B. Pirrie, their - XXXXXXXX *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 Jack A. Pirrie and wife, Betty B. Pirrie, - *hereinafter referred to as trustors, hereby transfer and convey unto* W. W. Berry, *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 4 day of October, 1968

CAMPBELL REALTY, INC.

By Jack D. Brandon
President

Jack A. Pirrie

Betty B. Pirrie

ATTEST:

X Kath. E. McAdams
Secretary

Jack D. Brandon

Vernon Sharp

Russell W. Brothers

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Anne B. Womack, *a Notary Public in and for said County and State,* ~~Jack D. Brandon and~~ Vernon Sharp, Russell W. Brothers

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* 4 *day of* October, 1968

Anne B. Womack *Notary Public*

Commission expires 8-5-72

BOOK 4279 PAGE 910

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Caroline J. Scott, a Notary Public in and for said County and State, Jack A. Pirrie and wife, Betty B. Pirrie, 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 14th day of October, 1968

Caroline J. Scott - Notary Public

Commission expires: 4-10-69

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Anne B. Wunsch, a Notary Public of the State and County aforesaid, personally appeared Jack D. Brandon and Robt. E. McAdoo with whom I am personally acquainted and who, upon oath, acknowledged them selves to be President & Secretary, respectively, of the Campbell Realty, Inc. the within named bargainor, a corporation, and that they as such President & Secretary being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by themselves as President and attesting same by Robert E. McAdoo as Secretary.

Witness my hand and seal, at office in Nashville, Tenn. this 4 day of October, 1968

Anne B. Wunsch - Notary Public

Commission expires 8-5-72

OCT 18 68 CONV 46,000.00
OCT 18 68 MORT'G 34,500.00
OCT 18 68 S'TAX A* 119.60
OCT 18 68 S'TAX A* 32.50
OCT 18 68 PR'FEE A* .50
OCT 18 68 W'DEED A* 6.00 * 158.60

A 17775

IDENTIF. REFERENCE

OCT 18 3 41 PM '68

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM

CAMPBELL REALTY, INC.

TO

JACK A. PIRRIE and wife,

BETTY B. PIRRIE

Compliments of

GUARANTY TITLE

Office of

CHICAGO TITLE INSURANCE COMPANY

American Trust Building

S. W. Cor. Third & Union

NASHVILLE, TENNESSEE