Mail to:
Wayfield, Entrekin & Jones
Third Natl. Bk. Bldg.
Nashville 37219

This instrument prepared by Wilson West, Attorney, 312 Commerce Union Bank Building, Nashville, Tennessee.

BOOK 4280 PAGE 819

INSTALLMENT DEED

Address New Owner:	Send Tax Bills:	Map-Parcel Nos.
H. & S. Development Co.	H. & S. Development Co.	Map 159
2017 Belmont Blvd.	2017 Belmont Blvd.	P/o Parcel 8
Nashville, Tennessee	Nashville, Tennessee	Book FH1860 M.O.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $53,600.00.

Karl E. Hauxy
Affiant

Subscribed and sworn to before me, this the 25 day of September, 1968.

Lelyde P. Holland
Notary Public

Commission expires: 5-3-70

FOR AND IN CONSIDERATION OF the sum of Fifty-three Thousand Six Hundred and no/100 ($53,600.00) Dollars of which Ten Thousand and no/100 ($10,000.00) Dollars has been paid in cash and for the remainder the said grantee H. & S. Development Company has given its note in the amount of Forty-three Thousand Six Hundred and no/100 ($43,600.00) payable to Elizabeth Scoggins Taggart in installments as follows: $14,533.33 on or before December 31, 1969, and $14,533.33 on or before December 31, 1970, and the balance of $14,533.34 on or before December 31, 1971, said note to bear interest at the rate of 5½% per annum together with attorney's fees if necessary, and to secure the payment of said note and attorney's fees, a lien is expressly retained on the land herein conveyed, said interest shall be paid in full to date on each principal payment date,

I, Elizabeth Scoggins Taggart, a widow, hereinafter called the grantor, have this day bargained and sold, and do hereby transfer and

convey unto H. & S. Development Company, herein called grantee, its successors and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in the 16th, formerly the 7th Civil District of Davidson County, Tennessee, in the City of Forest Hills, being part of Lot No. 2 on the Plan of the Partition of the Allen Cotten Jr., Heirs, not of record, and being described from a copy of a survey by Parrish Engineers, Inc. dated April 18, 1967, as follows:

BEGINNING at a point in the center line of Granny White Pike, at the southeast corner of the Taggart Lot, as of record in Book 4060, page 48, Register's Office for Davidson County, Tennessee; thence with the center line of said Granny White Pike, South 4° 12' East 538.10 feet to a point; thence leaving said Pike, South 71° 17' 40" West 251.93 feet to a point; thence North 88° 56' 30" West 313.96 feet to a point; thence South 88° 32' 20" West 904.16 feet to a point; thence North 4° 29' 30" West 848.39 feet to a point in the R. A. Harris Property; thence with Harris' south line, North 89° 11' 30" East 1181.10 feet to a point at the northwest corner of the said Taggart Lot (Supra); thence with the rear line of the Taggart Lot, South 4° 00' East 228.5 feet to a point, the southwest corner of said Taggart lot; thence with the southerly line of said lot, South 89° 56' East 286.50 feet to the point of beginning, containing 26.80 acres, more or less.

BEING part of the same property conveyed to Clifford M. Taggart by deed from T. E. Harman, Trustee, of record in Book 2337, page 426, Register's Office for Davidson County, Tennessee, and being part of the same property devised to Elizabeth Scoggins Taggart, as devisee under the will of Clifford Moore Taggart of record in Will Book 90, page 134, County Court Clerk's Office for Davidson County, Tennessee.

This is improved property known as _____.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantee, its successors 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 is unencumbered. I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to the said real estate to said grantee, its successors 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 me in hand paid, I, the said grantee herein do hereby transfer and convey unto Wilson West, Trustee, his successors and assigns,

the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

H. & S. Development Company, the said grantee, does hereby agree to pay all taxes and assessments thereon, and to pay them when due; and in case it fails so to do, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may pay the taxes, 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 said H. & S. Development Company shall pay the notes aforesaid when due, according to their terms, and pay taxes, as aforesaid, then this trust conveyance shall be of no further force or effect. But if it fails to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, as herein provided; it fails 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 successors 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 grantee agrees, 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. It further agrees 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 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 grantee, its successors 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.

It is understood and agreed that H. & S. Development Company is to develop the property herein conveyed for subdivision purposes according to plan approved by the City of Forest Hills, Tennessee, by Parrish Engineers Inc., dated June 5, 1968. H. & S. Development Company will sell Lots Nos. 3, 4, 5, 6, 19, 20, 21, 22, 23, 24, 25, 26, and 27 which are mainly located upon the grantor's property. The purchaser will pay to the seller the sum of $\$$ 3,500.00 for each individual lot at the time of sale and the seller will release the lien on the individual lot as payments are made. If the payments exceed the amount of the

installment payments listed herein, then the installment will, of course, have been paid prior to the day and date indicated above.

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 shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said grantor and grantee, have hereunto set our hands this the 10th day of July, 1968.

Elizabeth Scoggins Taggart
Elizabeth Scoggins Taggart, Grantor

H. & S. DEVELOPMENT COMPANY

By Ross F. Smith Jr. Pres.
Grantee

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, Carol M. Summar, a Notary Public in and for said County and State, the within named Elizabeth Scoggins Taggart, the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 10th day of July, 1968.

Carol M. Summar
Notary Public

Commission expires: May 27, 1970

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me, Carol M. Summar, a Notary Public of the State and County aforesaid, personally appeared Leon L. Smith, Jr. with whom I am personally acquainted, and who, upon oath, acknowledged himself to be President of H. & S. Development Company, the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as President.

Witness my hand and seal, at office in Nashville, Tennessee, this 16th day of July, 1968.

Carol M. Summar
Notary Public

Commission expires: May 27, 1970

A 18177

IDENTIF. REFERENCE

OCT 23 2 10 PM '68

FELIX Z. WILSCH JR. REGISTER
DAVIDSON COUNTY, TENN.

OCT23	CONV	53,600.00			
OCT23	MORT'G	43,600.00			
OCT23	S'TAX		B*	139.36	
OCT23	S'TAX		B*	41.60	
OCT23	PR'FEE		B*	.50	
OCT23	W'DEED		B*	9.00	* 190.46