INSTALLMENT DEED

BOOK 4287 PAGE 681

For and in Consideration of the sum of ($155,000.00) ----------

ONE HUNDRED FIFTY FIVE THOUSAND AND NO/100 - ---------- Dollars,

of which FORTY SIX THOUSAND AND NO/100 ---------- Dollars,

has been paid in cash by Eller & Olsen Stone Company, Incorporated,

the receipt of which is hereby acknowledged, and for the remainder ($109,000.00) ----------

ONE HUNDRED NINE THOUSAND AND NO/100 ---------- Dollars,

the said Eller & Olsen Stone Company, Incorporated has executed five promissory notes of even date herewith in the principal sum of TWENTY ONE THOUSAND EIGHT HUNDRED AND NO/100 ($21,800.00) each, the first note due on or before October 1, 1969, and the others due on or before the first day of October of each succeeding year with final note payable on or before October 1, 1973, each such note being payable to the order of Vera Katherine West,

all of said notes bearing six per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained

on the land herein conveyed, I, Vera Katherine West, unmarried,

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have this day bargained and sold, and do hereby transfer and convey unto the said Eller & Olsen Stone Company, Incorporated, its successors ~~heirs~~ and assigns,

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

Three tracts, or parcels, of land in the Old 13th Civil District of Davidson County, Tennessee, described as follows, to-wit:

TRACT I: Being Tracts 3, 4 and 5 as shown on the Plan of Subdivision of C.H. Walker's Farm at Bell's Bend on the Cumberland River of record in Book 421, page 164, Register's Office for said County, described as follows:

BEGINNING at a sugar tree in the northeast corner of said farm; thence south 49-1/2 degrees west 795 feet to a stake 7-1/2 feet south of a hackberry; thence south 41-3/4 degrees west 864 feet to an osage orange; thence west 1320 feet to the center of Bell's Bend Road, continuing west 651 feet; thence north 81 degrees west 642 feet; thence north 81-3/4 degrees west 100 feet to a branch; thence down said branch with its various meanders, 2367 feet to the Cumberland River; thence up said River in a southerly direction, south 1/2 degree east 270 feet; thence south 8-1/4 degrees East 440 feet; thence south 87-1/4 degrees east 2444 feet to a hackberry tree; thence north 79 degrees east 417 feet to the middle of Bell's Bend Road; thence southerly along the middle of said Road, 135 feet to a point; thence south 86-1/2 degrees east 338 feet to a point; thence south 86-1/2 degrees east 2995 feet to a point; thence north 28-1/2 degrees west 2729 feet to the beginning, containing in all 168-1/4 acres, more or less.

Included in the above description, but excluded from this conveyance are three tracts, containing approximately 8.36 acres, which were previously conveyed by grantor to Wesley Barnes and wife, said conveyances being of record in Book 4225, page 744, and in Book 4286, page 949, Register's Office for said County.

The foregoing being part of the property conveyed to Richard S. West and wife by deed of Annie Walker and husband, of record in Book 805, page 455, Register's Office for said County.

THIS INSTRUMENT PREPARED BY
HOWELL AND FISHER, ATTORNEYS
401 COURT SQUARE BUILDING
NASHVILLE, TENNESSEE 37201

BY: _____
ATTORNEY

TRACT II: Land in the Old 13th Civil District of Davidson County, Tennessee, located about eight miles westerly from the City of Nashville on the northeast side of Bell's Bend Road, also known as White's Bend Road, and described as follows:
BEGINNING in the center of Bell's Bend Road, at the southeast corner of a tract of 32.87 acres of land conveyed by J. C. Tidwell and wife, to John B. Holman, by deed recorded in Book 394, page 444; thence along the center of said Road, north 24-1/2 degrees west 27.8 poles; north 34-1/4 degrees west 6 poles; north 53-1/2 degrees west 44.28 poles to a corner of the school house lot and continuing in the same direction about 3 poles further to another corner of said school house lot; thence north 50 degrees west 20.32 poles and north 49-1/4 degrees west 9.6 poles to a point in the center of said Road; said Holman's corner in Mrs. Lena Wittenmeir's eastern boundary line; thence with said line, north 15 degrees east 43.7 poles to a point in Mrs. Seat's (now Chas. W. Walker and wife) south line, 1-1/4 poles north of a large elm; thence south 88-1/2 degrees east 145 poles to a walnut, said Walker's southeast corner; thence south 30 degrees east 139 poles to an elm; thence north 86-1/2 degrees west 142.2 poles to the beginning, containing 123.73 acres.

Included in the description of Tract II hereinabove shown, but to be excluded therefrom is a tract of land conveyed to Earl F. Pemberton, Jr., and wife, by William Morris West and wife, of record in Book 3029, page 567, said Register's Office, and described as follows:
Land in the 13th, formerly the 25th Civil District of said County, described according to a survey made by C. J. Carney, Surveyor, October 17, 1959, as follows:
BEGINNING at an iron pin on the northeasterly margin of Old Hickory Boulevard, at a point 500 feet southeast of the easterly line of the property conveyed to Mrs. Annie Walker, by deed from T. J. McMorrough and wife, in Book 896, page 14, Register's Office; thence with the northeasterly margin of said Boulevard, south 50 degrees east 150 feet to an iron pin; thence north 40 degrees east 305 feet to an iron pin; thence north 50 degrees west 173 feet to an iron pin; thence south 35 degrees west 309 feet to the beginning, containing 1.13 acres, more or less.

Being part of the property conveyed by deed of Matilda White and husband, William J. White to Richard S. West, of record in Book 535, page 391, Register's Office for said County.

TRACT III: BEGINNING at a stake in Langley's north boundary line of his 203.49 acre tract, running thence south 27-1/4 degrees west, 1000 feet to an ash tree on a ridge; thence south 15-1/4 degrees west, 373 feet to a hickory tree on a ridge; thence south 33-1/2 degrees west 319 feet to a hickory; thence south 10-1/4 degrees west 313 feet to an ash; thence south 25-1/2 degrees west 707 feet to a stake in the white line; thence north 28-1/2 degrees west 2300 feet to the end of a stone fence, the northwest corner of the land herein described; thence north 80 degrees east 2216 feet with the McCord line to the beginning, containing 54.84 acres more or less, according to a survey and calculation made by Erle Drake, County Surveyor. This is part of the Anderson farm in Bell's Bend, 13th Civil District of Davidson County, and is a part of the tract of 203.49 acres conveyed to James Langley by State Bank and Trust Company, Trustee.

Being the same property conveyed by James Langley and wife to Richard S. West of record in Book 541, page 114, Register's Office for said County.

All of the foregoing property is the same property devised by Will of W. M. West, deceased, to Vera Katherine West, of record in Will Book 86, page 247, Office of the County Court Clerk of Davidson County, Tennessee, having been devised to the said W. M. West by Will of Richard S. West, deceased, of record in Will Book 65, page 128, Office of said County Court Clerk of Davidson County, Tennessee.

Being a part of Parcel 13-D-5400 and all of Parcel 13-D-5490.

NOV 19[illegible]	CONV	90,000.00		
NOV 19[illegible]	CONV	65,000.00		
NOV 19[illegible]	MORT'G	90,000.00		
NOV 19[illegible]	MORT'G	19,000.00		
NOV 19[illegible]	S'TAX		B* 403.00	
NOV 19[illegible]	S'TAX		B* 107.00	
NOV 19[illegible]	PR'FEE		B* .50	
NOV 19[illegible]	W'DEED		B* 7.50	* 518.00

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Eller & Olsen Stone Company, Incorporated, its successors ~~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 is unencumbered, except for rights of tenants in possession and easements for public ways and flowage easement granted U. S. Engineers. I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said Eller & Olsen Stone Company, Incorporated its 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 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 it in hand paid, _____, the said Eller & Olsen Stone Company, Incorporated

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~~do~~ does hereby transfer and convey unto Morton B. Howell, Jr., Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

_____, the said Eller & Olsen Stone Company, Incorporated

~~do~~ does 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 interst may appear.

Eller & Olsen Stone Company, Incorporated
_____further agrees 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 it fails 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 _____, the said Eller & Olsen Stone Company, Incorporated 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 it 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; it 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

Eller & Olsen Stone Company, Incorporated
may bid at any sale under this trust conveyance. _____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

Eller & Olsen Stone Company, Incorporated
only account for the net rents actually received by him. _____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 foliows:

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 Eller & Olsen Stone Company, Incorporated, its successors 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 Morton B. Howell, Jr., Trustee, shall be vested in said successor.

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.

IN WITNESS WHEREOF, we, the said Vera Katherine West and Eller & Olsen Stone Company, Incorporated hereunto set our hands at Nashville, Tennessee, this the 15th day of November 19 68.

Vera Katherine West

ELLER & OLSEN STONE COMPANY, INCORPORATED

BY: C. P. Hutcheson, President

Clarence Seigman Sec.

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Raquille Barnes, a Notary Public in and for said County and State, the within named Vera Katherine West, unmarried,

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 15th day of November, 1968.

Commission Expires Dec. 1, 1972

Raquille Barnes, Notary Public.

STATE OF _____

_____ **County.**

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the bargainor, with whom I am personally acquainted, and who acknowledged that _____ executed the within instrument for the purposes therein contained.

Witness my hand and official seal at _____ this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, _____, a Notary Public of the State and County aforesaid, personally appeared C. P. Hutcheson and Clarence Siegrist, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be President and Secretary-Treasurer, respectively, of Eller & Olsen Stone Company, Incorporated, the within named bargainor, a corporation, and that they as such President and Secretary-Treasurer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as such President and Secretary-Treasurer.

WITNESS my hand and seal, at office in Nashville, Tennessee, this 18th day of November, 1968.

_____
NOTARY PUBLIC

My Commission expires: 2-6-1972

I hereby swear or affirm that the actual consideration for the transfer or value of the property transferred, whichever is $ 135,000.00 , **which amount is** [illegible] **which the property transferred would command at a fair voluntary sale.**

_____
Affiant

Subscribed and sworn to before me, this 15 day of September, 19 68.

_____
Notary Public
My Commission Expires: 2-6-1972

INSTALLMENT DEED

FROM
VERA KATHERINE WEST

TO
ELLER & OLSEN STONE COMPANY, INCORPORATED

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

A 2 1 1 5 1

IDENTIF. REFERENCE

Nov 19 12 20 PM '68

FEE DAVIDSON COUNTY, TENN.

JOHN TOLLEY CO., NASHVILLE