This instrument was prepared by William F. Burton, Jr., Attorney,
Stahlman Building,
Nashville, Tennessee

Installment Deed

BOOK 4297 PAGE 12

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Reau E. Folk, Jr., et al. (NAME)	New Owners (NAME)	13D-31350
Stahlman Building (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	~~13D-31350~~ 13D-31450
Nashville, Tenn. 37201 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	Map 47 Par 88 & 90 PW

FOR AND IN CONSIDERATION of the sum of TWENTY THOUSAND ($20,000.00) *Dollars,*

of which FIVE THOUSAND ($5,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder FIFTEEN THOUSAND ($15,000.00) *Dollars,*

Charles A. Clerici, Reau E. Folk, Jr., James H. Chandler, Jr., and Sue T. Viaches (the Grantees herein) *have executed* their promissory note, of even date herewith, in the principal sum of $15,000.00, payable to the order of Lula Mai Holt in monthly installments of $105.00 each, to be applied first to interest at six percent per annum and then to the reduction of principal, beginning July 1, 1968, and continuing on the same day of each succeeding month until the total of principal and accrued interest is paid, it being agreed that, at the option of the Makers (Grantees herein), the Payee (the Grantor herein) will release the lien on any parcel or parcels of the land described below upon payment (in addition to the regular monthly payment) of the net proceeds of any sale, or for $200.00 an acre,

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, I, LULA MAI HOLT,

have this day bargained and sold, and do hereby transfer and convey unto the said CHARLES A. CLERICI, REAU E. FOLK, JR., JAMES H. CHANDLER, JR., and SUE T. VIACHES, their *(successors), heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows: In the 13th, formerly 23rd Civil District of said County, being a part of Lot No. 3 on the Map of the Lands of Henry Holt, Jr., not of record, described according to a copy of a survey thereof made by Hickerson & Hickerson, Engineers, September 17, 1961, as follows:

Beginning at a point in the center line of Eaton's Creek Road, the most southerly corner of the Morgan Holt Property in the south line of a private roadway at a railroad spike in the center line of the pavement; thence along the center line of Eaton's Creek Road, as follows: south 24°06' east 236.3 feet to a point; south 21°31' east 201 feet; thence southerly around a slight curve 227.7 feet; thence south 35°11' east 235.6 feet; thence southerly around a slight curve 200 feet; thence south 32°11' east 725 feet; thence southerly around a slight curve 425 feet; thence south 44°55' east 168.3 feet to an iron pin in the north line of the lands of Elru and Mary Tomlinson as conveyed by deed in Book 635, page 496, Register's Office for said County; thence along their north line, leaving Eaton's Creek Road, north 36°15' east 353 feet to an iron pin at a forked chestnut, and continuing with their

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE WHICHEVER IS GREATER FOR THIS TRANSFER IS
20,000.00

Reau E. Folk Jr
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 28th DAY OF June 19 68

MY COMMISSION EXPIRES: 5-10-71 (AFFIX SEAL)

Helen D. Scott
Notary Public

east line, south 31° east 846.5 feet to an iron pin in Eaton's Creek Road, continuing with Tomlinson's line, leaving said Road, north 69° east 148.5 feet to an iron pin, continuing with Tomlinson's east line partly crossing through Eaton's Creek Road, south 45° east 511.5 feet to a railroad spike, being the original southeast corner of Tract 3 of the Holt Property; thence along what will be Lula Mai Holt's new north line and along an old fence according to said survey as follows: north 62°30' east 150 feet; north 63°38 east 360 feet; thence leaving said fence, north 64° east 198 feet to a point north of said fence; thence north 45° east 466.6 feet to a point north of said fence; thence north 77°30' east 443.5 feet to a point; thence north 15° east 561 feet to a point; thence north 23°30' west 330 feet to an old established fence line in the line of the Lands of Fred Steinberg; thence with said fence along Steinberg's line, north 82°55' west 115 feet; north 84°47' west 120 feet; north 87°24' west 95 feet to a fence post; thence leaving said fence and running through a wooded area along Steinberg's line, north 87° west 570 feet to a hub and stake; north 3°30' west 660 feet to a hub; north 43°30' west 313.5 feet to a hub; north 3°30' west 247.5 feet to a hub; north 12° west 330 feet to a white oak stump; north 78° west 330 feet to a hub; north 70° west 462 feet to a hub at a black oak; north 19° west 280.5 feet to a hub; north 25° west 115.5 feet to a hub at a white oak; north 51° west 660 feet to a hub, a hickory and an oak; north 87° west 313.5 feet to a hub in Carrington's Property as conveyed by deed of record in Book 692, page 108, Register's Office for said County; thence along Carrington's line, south 29°30' west 260 feet to a hub; south 45° west 231 feet to a hub; south 63°30' west 252 feet to a hub; thence leaving Carrington's line, south 38° west 290 feet to a point; thence north 60°25' west 50 feet to an old iron pin in Carrington's line; continuing with Carrington's line, south 23°20' west along the center line of a branch and along and near the south line of a private road 264 feet to a point, the southeast

(Description continued on back page of deed)

unimproved ( )
This is improved ( ) 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 Charles A. Clerici, Reau E. Folk, Jr., James H. Chandler, Jr., and Sue T. Viaches, their *(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 1968 Metropolitan taxes, which have been prorated and assumed by the Grantees.

This conveyance is made subject to: (1) title to that portion of the premises embraced within the bounds of any road or highways; (2) easement for an old travelway along the north line of the land as shown on the said survey; and (3) land within the bounds of a graveyard, together with the right of ingress thereto and egress therefrom, as described in Rule No. 81465, Minute Book 185, page 295, Chancery Court for said County.

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Charles A. Clerici, Reau E. Folk, Jr., James H. Chandler, Jr., and Sue T. Viaches, 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 Charles A. Clerici, Reau E. Folk, Jr., James H. Chandler, Jr., and Sue T. Viaches, *hereinafter referred to as trustors, hereby transfer and convey unto ....., 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 29th *day of* May, *19*68.

Luda Mae Holt

Charles A. Clerici

Reau E. Folk Jr

James H. Chandler Jr

Sue T. Viaches

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Helen D. Scott, *a Notary Public in and for said County and State,* Charles A. Clerici, Reau E. Folk, Jr., James H. Chandler, Jr., and Sue T. Viaches,

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* 29th *day of* May, *19*68

Helen D. Scott *Notary Public*

Commission expires May 10, 1971

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, William D. Burton, Jr. *, a Notary Public in and for said County and State,* Lula Mai Holt,

the within named 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* 29th *day of* May, *19* 68.

William D. Burton, Jr. *Notary Public*

Commission expires April 20, 1970

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

DEC 31 68 CONV 20,000.00
DEC 31 68 MORT'G 15,000.00

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 ~~.....~~ TAX A* 13.00
the within named bargainor, a corporation, and that ..... *he as such* A* .50
being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of RECD A* 0.00 14.50
the corporation by ..... *self as* .....

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

..... *Notary Public*

Commission expires .....

(Continuation of Description)

corner of the Morgan Holt property; thence with Holt's line, along or near the southerly line of a private roadway, south 33°20' west and along the center line of said Branch, 85 feet to a point; south 20°41' west 125 feet to a point; thence south 12°22' west 280 feet to the point of beginning, containing 202.1 acres, more or less, excluding the lands within the bounds of Eaton's Creek Road

Being part of the property conveyed to Lula Mai Holt by deed from Nelson Woodard Holt and wife, of record in Book 2291, page 553, said Register's Office.

INSTALLMENT DEED
RED

FROM

LULA MAI HOLT

TO

CHARLES A. CLERICI, REAU E. FOLK, JR., JAMES H. CHANDLER, JR., and SUE T. VIACHES

A 25277

IDENTIF. REFERENCE

DEC 31 9 42 AM '68

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

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

File: Rogers