DEED PREPARED BY JAMES R. MCKINNEY, ATTORNEY, MADISON, TENNESSEE

INSTALLMENT DEED

FORM 1003

BOOK 4304 PAGE 854

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
LARCHWOOD, INC.	Same.	Map 34
c/o Webber-Volkert Company (NAME)	(NAME:)	Par. 11
Nashville Bank & Trust Bldg. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION OF the sum of TWO HUNDRED FOUR THOUSAND AND NO/100 ----------

---------- DOLLARS

of which $ 57,120.00 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 an installment deed note of even date herewith payable to E. L. Curtis and wife, Rebecca Neal Curtis, in the sum of One Hundred forty-six thousand, eight hundred eighty and no/100 ($146,880.00) dollars, payable in five (5) equal annual installments until paid in full with the first payment due on January 10, 1970. Said payment to be Twenty-nine thousand, three hundred seventy-six and no/100 ($29,376.00) dollars. Said note to bear interest at the rate of six (6%) per cent per annum. Said note may be paid off at any time without penalty.

JAN 27 69 CONV 90,000.00
JAN 27 69 CONV 90,000.00
JAN 27 69 CONV 24,000.00
JAN 27 69 MORT'G 90,000.00
JAN 27 69 MORT'G 56,880.00
JAN 27 69 ST TAX B* 530.40
JAN 27 69 ST TAX B* 144.90
JAN 27 69 FEE B* .50
JAN 27 69 RECD B* 3.00 * 670.80

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,

We, E. L. Curtis and wife, Rebecca Neal Curtis,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Larchwood, Inc., a Tennessee Corporation,

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

Land in Davidson County, Tennessee, being an unnumbered lot on the Plan of Viola G. Curtis' Resubdivision of the Cotton Lands, as per plan drawn by S. M. McMurray Engineering Company, dated June 8, 1927, and recorded in Plan Book 547, page 126, Register's Office for said County, described as follows:

BEGINNING at an iron pin in the easterly margin of the Goodlettsville Road, being the southwest corner of this lot; running thence north 30° 55' east 951 feet 9 inches to an iron pin, a corner of lot No. 1 on said plan; thence northerly, with the line of lot No. 1, north 27° 11' west 201½ feet to an iron pin, the southeast corner of lot No. 5; thence with the south line of lot No. 5, south 60° 50' west 760.1 feet to an iron pin in the easterly margin of the Goodlettsville Road; thence southerly, with the easterly margin of said Road, 680.6 feet to the beginning.

BEING the same real property conveyed to E. L. Curtis by deed from Viola G. Curtis and husband, of record in Book 754, page 370, said Register's Office.

This is unimproved ( ) improved (X) property, known as 908 Two Mile Pike (House Number) (Street) Goodlettsville, Tennessee (P. O. Address: City or Town) (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.

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 James R. McKinney 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.

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 10th day of January, 19 69.

LARCHWOOD, INC. E. L. Curtis Sr.

By: [illegible], Texas Rebecca Neal Curtis

Attest: Robert P. Hunter Jr. Sec

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $204,000.00.

Affiant E. L. Curtis Sr.

Sworn to and subscribed before me this 10th day of January, 1969.

James R. McKinney
NOTARY PUBLIC
Commission Expires: 2-10-69

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, James R. McKinney, a Notary Public in and for said County and State, the within named E. L. Curtis and Rebecca Neal Curtis the 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 Madison, Tenn. this 10th day of January, 1969

Commission Expires February 10, 1969 James R McKinney, Notary Public.

STATE OF Georgia
County of Fulton County

Before me, Doris B. Wells, a Notary Public within and for the State and County aforesaid, personally appeared C. D. Conley and Robert P. Hunter, Jr. with whom I am personally acquainted and who upon ~~his oath~~ their several oaths acknowledged ~~himself~~ themselves to be the Treas and Secretary respectively of the Larchwood, Inc. the within named bargainor, a corporation, and that ~~he~~ they as such Treas and Secretary being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said C. D. Conley as such Treas and attesting the same by the said Robert P. Hunter, Jr. as such Secy.

WITNESS my hand and official seal at office at Atlanta, Georgia, on this the 10th day of January, 1969.

Doris B. Wells
Notary Public

My commission expires Notary Public, DeKalb County, Georgia My Commission Expires Sept. 29, 1970

INSTALLMENT DEED

FROM
E. L. CURTIS ET UX

TO
LARCHWOOD, INC., a Tenn. Corporation

MADISON TITLE COMPANY
Titles Guaranteed
Madison, Tenn.

A 28149

IDENTIF. REFERENCE

JAN 27 10 39 AM '69

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