This instrument was prepared by
Bass, [illegible], Attorneys
1000 [illegible] Bldg.
Nashville, Tennessee

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Mr. & Mrs. Robert C. Englert (NAME:)	Same BOOK 4305 PAGE 637	Parcel
510 West Hillwood Boulevard (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	No. 8D-47940
Nashville, Tennessee (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Sixty-Seven Thousand Five Hundred---- ($67,500.00)---------- *Dollars, of which* Seven Thousand ($7,000.00)---------- ---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* of Sixty Thousand Five Hundred ($60,500.00)---------- *Dollars,* Robert C. Englert and wife, Judy Wolcott Englert ..... *have executed* a promissory note in the principal amount of $60,500.00, bearing interest on the unpaid balance at the rate of 6½% per annum, payable in two installments of principal, with the first installment being in the amount of $18,000, due on or before June 1, 1969, and the balance due on or before October 1, 1969, interest being payable with each installment of principal,

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, Bruce D. Henderson, Glenn D. Henderson, John B. Henderson, Jr. and Ceacy Henderson Hailey *have this day bargained and sold, and do hereby transfer and convey unto the said* Robert C. Englert and wife, Judy Wolcott Englert, their ..... *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Two tracts of land in Davidson County, Tennessee, as follows:

TRACT NO. 1: Being lot No. 138 on the Plan of Hillwood Estates, Section 8, as of record in book 2133, page 123, Register's Office for said County. Said lot No. 138 fronts 200 feet on the northerly side of West Hillwood Drive and extends back between parallel lines 425 feet to a dead line.

Being the same real property conveyed to John F. House by deed from H. G. Hill Realty Company, dated June 23, 1958, filed June 27, 1958, and recorded in book 2794, page 54, said Register's Office.

TRACT NO. 2: Being a strip of land 50 feet wide lying between lot No. 138 on the Plan of Hillwood Estates, Section 8, as of record in book 2133, page 123, Register's Office for said County, and lot No. 176 on the Plan of Hillwood Estates, Section 9, part 2, as of record in book 2331, page 28, Register's Office for said County. Said strip of land fronts 50 feet on the northerly side of West Hillwood Drive and extends

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 67,500.00

Affiant

Subscribed and sworn to before me, this the 20th day of January 1969

Notary Public

My commission expires: Aug 19, 1969
(Affix Seal)

DAVIDSON COUNTY

back between parallel lines 425 feet to a dead line.

Being the same real property conveyed to John F. House by deed from H. G. Hill Realty Company, dated August 1, 1958, filed August 28, 1958, and recorded in book 2802, page 310, said Register's Office.

Being the same real property conveyed to J. B. Henderson and wife, Ceacy D. Henderson, by deed of record in Book 2927, page 207, Register's Office for Davidson County, Tennessee, and vested in Grantors under the Will of Ceacy D. Henderson, Deceased, J. B. Henderson having predeceased Ceacy D. Henderson

This is unimproved ( ) improved ( ) property, known as 510 W. Hillwood Blvd. Nashville
(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 Robert C. Englert and wife, Judy Wolcott Englert, their Grantors *(successors), heirs and assigns forever. covenant that* they 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.*

The spouses of the respective Grantors have joined herein solely for the purpose of conveying any interest which they might have in the property covered hereby, and they do not join in any warranty made herein. The Executors of the Estate of Ceacy D. Henderson join herein solely to release any claim against the property on behalf of said estate.

Grantors *further covenant and bind* themselves, their *heirs and representatives, to warrant and forever defend the title to said real estate to said* Robert C. Englert and wife, Judy Wolcott Englert, 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 Robert C. Englert and wife, Judy Wolcott Englert, *hereinafter referred to as trustors, hereby transfer and convey unto* J. Brad Reed, *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 28th *day of* December, *19*68.

Bruce D. Henderson

Glenn D. Henderson

John B. Henderson, Jr.

Ceacy Henderson Hailey

Robert C. Englert

Judy Wolcott Englert

ESTATE OF CEACY D. HENDERSON

By: Bruce D. Henderson, Co-Executor

By: Glenn D. Henderson, Co-Executor

By: J. O. Bass, Jr., Co-Executor

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, ..., *a Notary Public in and for said County and State,* John B. Henderson, Jr. and wife, Bonnie B. Henderson

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* 24 *day of* January, *19*69.

Edna F. Cartwright, *Notary Public*

Commission expires 1-13-73

STATE OF MASSACHUSETTS }
COUNTY OF Suffolk }

Personally appeared before me Albert J. Pike, *a Notary Public in and for said County and State,* Bruce D. Henderson ~~and wife;~~ and Frances T. Henderson, *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 Boston, Massachusetts *this* 3rd *day of* January, *19* 69 Albert Pike *Notary Public*

Commission expires October 23, 1975

STATE OF LOUISIANA)
COUNTY OF JEFFERSON PARISH)

Personally appeared before me, HARTMAN C. DANIEL, a Notary Public in and for said County and State, Glenn D. Henderson and wife, MRS. ALICE L. HENDERSON, 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 JEFFERSON PARISH LOUISIANA, this 30th day of DECEMBER, 1968.

Hartman C. Daniel Notary Public

Commission expires AT DEATH

STATE OF TEXAS)
COUNTY OF Harris)

Personally appeared before me, Linda I. Whitworth, a Notary Public in and for said County and State, Ceacy Henderson Hailey and husband, Charles Edward Hailey, 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 Houston, Texas, this 28 day of December, 1968.

Linda I Whitworth Notary Public

Commission expires June, 1969

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Mary Ann Lloyd, a Notary Public in and for said County and State, J. O. Bass, Jr., the within named bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 7 day of January, 1969.

Mary Ann Lloyd Notary Public

Commission expires Aug. 19, 1969

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Frankie Wilkes, a Notary Public in and for said County and State, Robert C. Englert and wife, Judy Wolcott Englert, 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 January, 1969.

Frankie Wilkes Notary Public

Commission expires April 27, 1970

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JAN 29 69	CONV	67,500.00			
JAN 29 69	MORT'G	60,500.00			
JAN 29 69	S'TAX		A* 175.50		
JAN 29 69	S'TAX		A* 58.50		
JAN 29 69	PR'FEE		A* .50		
JAN 29 69	W'DEED		A* 7.50	*	242.00

INSTALLMENT DEED

FROM

TO

A 28483

IDENTIF. REFERENCE

JAN 29 2 18 PM '69

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