This instrument prepared by Tyree B. Harris, 900 Nashville Trust Building, Nashville, Tennessee.

INSTALLMENT DEED

Map 145
Par. 26

Address New Owner as Follows: Send Tax Bills To:

Robert E. Young
1615 Eastland Avenue
Nashville, Tennessee

Same

BOOK 4306 PAGE 528

For and in consideration of the sum of Twenty Thousand ($20,000.00) Dollars, of which Six Thousand ($6,000.00) Dollars has been paid in cash, receipt of which is hereby acknowledged, and for the remainder Fourteen Thousand ($14,000.00) Dollars, Robert E. Young and wife, Bunny W. Young, have executed their promissory note of even date herewith payable to the order of Lola B. Anderson in the amount of Fourteen Thousand ($14,000.00) Dollars payable on or before six months from the date herewith, together with interest at the rate of six per cent (6%) per annum, and providing for payment of attorney's fees, and to secure the payment of said indebedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed,

I, Lola B. Anderson, widow of L. C. Anderson, deceased, have this day bargained and sold, and do hereby transfer and convey unto the said Robert E. Young and wife, Bunny W. Young, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

> Being a 10.15 acre tract of land more or less lying in the 7th Civil District of Davidson County, Tennessee, and more particularly described according to a survey made by James L. Murphy, Jr., and Company, of record in Book 4175, page 51, R.O.D.C., Tennessee, as follows:
>
> Beginning at an existing iron pin in the westerly right-of-way of Granny White Pike (as widened) also being the northeast corner of the D. S. Carter Property as of record in Book 1088, Page 78, Register's Office Davidson County, Tennessee, and the southeast corner of the herein described tract; thence running with said D. S. Carter's northerly line north 72 degrees 50 minutes west a distance of 1,029.92 feet to an existing concrete monument, said monument being the southeast corner of lot 27 on the Plan of Laurel Ridge, Section 3, as recorded in Book 3600, Page 9, Register's Office Davidson County, Tennessee, also being the southwest

corner of the herein described tract; thence running with the east line of lot 27 on the plan of Laurel Ridge, Section 3, as follows, north 3 degrees 22 minutes 31 seconds west a distance of 151.70 feet to a point; thence north 6 degrees 59 minutes 25 seconds east a distance of 107.70 feet to an existing concrete monument, said monument being the corner of lots 26 and 27 on the plan of Laurel Ridge, Section 3; thence running with the southerly line of lot 26 south 74 degrees 28 minutes 11 seconds east a distance of 177.32 feet to an existing monument, said monument being the southeast corner of lot 26 on the plan of Laurel Ridge, Section 3, and also the southwest corner of Reserve Parcel "C" on the Plan of Hillmont Estates, Section 2, as recorded in Book 3700, Page 130, Register's Office Davidson County, Tennessee; thence running with the southerly line of Reserve Parcel "C" and lot 32 on the plan of Hillmont Estates, Section 2, south 72 degrees 47 minutes 11 seconds east a distance of 210.39 feet to a concrete monument, being the southeast corner of lot 32 on the plan of Hillmont Estates, Section 2; thence running with the east line of Hillmont Estates, Section #2, north 32 degrees 16 minutes 49 seconds east a distance of 314.84 feet to a point, said point being the southwest corner of the J. Wendell Hooke, et ux property as recorded in Book 1160, Page 119, Register's Office Davidson County, Tennessee; thence with Hooke's southerly line as follows, south 65 degrees 03 minutes 26 seconds east a distance of 496.47 feet to a 1.2 foot Hackberry Tree; thence south 24 degrees 48 minutes 53 seconds west a distance of 50.00 feet to a point; thence south 65 degrees 03 minutes 26 seconds east a distance of 176.00 feet to an existing iron pin in the westerly right-of-way of Granny White Pike (as widened) said pin being the southeast corner of J. Wendell Hooke, et ux property and also being the northeast corner of the herein described tract; thence in a southerly direction around a curve to the left, said curve having a radius of 1,320.70 feet, a distance of 419.01 feet to the point of beginning, containing 10.15 ± acres.

Being the same property conveyed to L. C. Anderson and wife, Lola B. Anderson by deed from George D. Nelson et ux of record in Book 3,000, page 27, Register's Office for said County; said L. C. Anderson having since died.

This is unimproved property, known as Granny White Pike, Nashville, Tennessee.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Robert E. Young and wife, Bunny W. Young, their 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 the

1969 taxes which have been prorated and assumed by the purchasers; an easement for right-of-way of Granny White Pike; and easements recorded in Book 465, page 179, R.O.D.C.,Tennessee, Book 460, page 170, R.O.D.C., Tennessee and Book 723, page 610, R.O.D.C., Tennessee.

I further covenant and bind myself, my heirs and representatives to warrant and forever defend the title to said real estate to said Robert E. Young and wife, Bunny W. Young, 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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the nonpayment 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 E. Young and wife, Bunny W. Young, hereinafter referred to as trustors, hereby transfer and convey unto John W. Kelley, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging except that the following described portion of the property hereinabove described shall be excluded from this deed of trust and is hereby released from the vendor's lien hereinabove retained:

> Being Lot No. 2 of the subdivision of Anderson Heights located in the 7th Civil District of Davidson County according to a survey made by James L. Murphy, Jr. & Company of record in Book 4175, page 51, R.O.D.C., Tennessee, and being more particularly described as follows:
>
> Beginning at an existing iron pin in the westerly right-of-way of Granny White Pike (as widened) also being the northeast corner of the D. S. Carter property as recorded in Book 1088, Page 78, Register's Office Davidson County,

Tennessee, and the southeast corner of the herein described tract; thence running with said D. S. Carter's northerly line north 72 degrees 50 minutes west 386.89 feet to a point; thence north 17 degrees 53 minutes 41 seconds east 154.73 feet to the center line of a 20 foot common use drive; thence running with said drive around a curve having a radius of 576.44 feet a distance of 169.52 feet; thence continuing along said center line of drive as follows: south 88 degrees 57 minutes 19 seconds east 72.50 feet to a point; thence around a curve having a radius of 365.21 feet a distance of 126.71 feet to a point; thence south 69 degrees 30 minutes 15 seconds east 19.66 feet to the intersection of said common use drive and the western right-of-way of Granny White Pike (as widened); thence running along said western right-of-way of Granny White Pike in a southerly direction around a curve having a radius of 1,320.70 feet a distance of 210 feet to the beginning, containing 1.61 acres more or less.

This conveyance is, however, made subject to 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 next 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 exeuction 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, on this 30 day of January, 1969.

Lola B. Anderson

Robert E. Young

Bunny W. Young

State of Tennessee)
County of Davidson) The actual consideration or value whichever is greater, for this transfer is $20,000.00.

Robert E. Young
Affiant

Sworn and subscribed before me
this the 30th day of January, 1969.

David Williams, Notary Public

My commission exp: 11/12/69.

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

BOOK 4306 PAGE 535

Personally appeared before me, Janel Williams, a Notary Public in and for said County and State, Lola B. Anderson, Robert E. Young and Bunny W. Young, 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 30 day of January, 1969.

Janel Williams
Notary Public

My commission expires: Nov. 12, 1969.

A 28793

IDENTIF. REFERENCE

JAN 30 3 06 PM '69

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

[illegible]	CONV	[illegible]			
[illegible]	MORT'G	[illegible]			
[illegible]	S'TAX		B*	52.00	
[illegible]	S'TAX		B*	12.00	
[illegible]	FEE		B*	.50	
[illegible]	W'DEED		B*	12.00	* 76.50