This instrument was prepared by JOHN G. DOAK, Attorney. Law Firm of Warfield, Entrekin & Jones, Third National Bank Bldg. Nashville, Tenn.

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
MILLER G. KIMBROUGH, JR.,	TRUSTEE Same	Map 95
(NAME): James Robertson Pk. Comp	(NAME): Same	Par. 40-
(STREET ADDRESS OR ROUTE NUMBER): NASHVILLE, TENNESSEE	(STREET ADDRESS)	41- 42
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

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FOR AND IN CONSIDERATION of the sum of

----FORTY-SEVEN THOUSAND AND NO/100 ($47,000.00)----------*Dollars,*

of which THIRTY-THREE THOUSAND AND NO/100 ($33,000.00)----------

----------*Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder

------FOURTEEN THOUSAND AND NO/100 ($14,000.00)----------*Dollars,*

MILLER G. KIMBROUGH, JR., TRUSTEE *has* *executed* an Installment Deed Note of even date, payable to the order of PAUL RICHARD WHITE and wife, JEAN M. WHITE, in the principal amount of FOURTEEN THOUSAND AND NO/100 ($14,000.00) DOLLARS and payable in five consecutive annual installments of Two Thousand Eight Hundred and No/100 ($2,800.00) Dollars each on the principal plus interest at the rate of Six (6%) percent per annum on the unpaid balances, the first installment being due one year from the date hereof and a like payment on the same day of each suceeding year until paid in full.

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,

PAUL RICHARD WHITE and wife, JEAN M. WHITE,

have this day bargained and sold, and do hereby transfer and convey unto the said

MILLER G. KIMBROUGH, JR., TRUSTEE, ~~his~~ with full power to bargain and sell, transfer, convey, mortgage or otherwise encumber in part or all of the same without the joinder of *(successors), heirs and assigns,* any beneficiary, his

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

LAND in the 3rd Civil District of Davidson County, Tennessee, described according to a survey by George Watkins dated April 18, 1969 as follows:

BEGINNING at an iron pin on the southerly margin of the right of way of Elm Hill Pike at the northwesterly corner of the Jones 6.953 acre tract shown as the northerly part of Parcel #12.3 on Metro Property Map 107; thence with said southerly margin S 88 deg. 44'30" W 521.16 feet to a concrete marker at Hailary E. Hailey's northeasterly corner; thence with said Hailey's easterly line and Dispayne's easterly line S 1 deg. 30'10" E 1219.63 feet to an iron pin in a fence post, the said Dispayne's southeasterly corner; thence with said fence and Jone's northerly line S 89 deg. 37'30" E 470.19 feet to an iron pin in said fence line; thence with Jones' westerly line, N 0 deg. 40' E 327.54 feet to an iron pin in said line; thence continuing with said Jones' westerly line N 22 deg. 11' E 180.87 feet to an iron pin and then N 4 deg. 07'20" W 740.79 feet to the point of beginning and containing 14.619 acres.

BEING an aggregate tract of property parts of which were conveyed to Richard White and wife, Jean M. White by deed of record in Book 2037, page 165, from William Briggs Cambron and wife, and by deed of record in Book 2537, page 299, from Fred Sheats and wife, and by deed of record in Book 3341, page 87 from Newton deH Jones and wife.

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $47,000.00. Affiant John G Doak

Subscribed and sworn to before me this 7 day of May 1969

Deputy Register B Rumble

Prepayment shall be unlimited and Grantors shall release portions of said properties as follows: Upon receipt of downpayment Grantors shall release any 2 acres of the vacant land selected by Grantee plus a strip of land 60 feet wide and 400 feet long for a roadway as approved by the Metro Planning Commission; Grantors will release any portion of said balance selected by Grantees at the rate of $3,000.00 per acre, prepayments to be applied first to accrued interest and then to principal; provided that release shall not entrap a remaining portion of premises from dedicated and Metro-approved roadway and water line and provided the released acreage is to become a part of a dedicated and recorded subdivision approved by Metro Planning Commission. Grantee may improve any of the property without obtaining a release.

This is unimproved ( ) improved ( ) property, known as ..... (House Number) ..... (Street) ..... P. O. Address: NASHVILLE (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said MILLER G. KIMBROUGH, JR., Trustee with full power to bargain and sell, transfer, convey, mortgage or otherwise encumber in part or all of the same without the joinder of any beneficiary, his *(successors), heirs and assigns forever.* /We do *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 said real estate to said* MILLER G. KIMBROUGH, JR., TRUSTEE, his *(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 MILLER G. KIMBROUGH, JR., TRUSTEE *hereinafter referred to as trustors, hereby transfer and convey unto* PAUL RICHARD WHITE, *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 5 day of May, 19 69

Paul Richard White

PAUL RICHARD WHITE

Jean M. White

JEAN M. WHITE

Miller G. Kimbrough, Jr. Trustee

MILLER G. KIMBROUGH, JR., TRUSTEE

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* PAUL RICHARD WHITE and wife, JEAN M. WHITE and Miller G. Kimbrough, Jr., Trustee,

*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* 5th *day of* May, *19* 69.

John [illegible] *Notary Public*

Commission expires 22 July 1969

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, ..., *a Notary Public in and for said County and State,* MILLER G. KIMBROUGH, JR., TRUSTEE .....

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.....day of....., 19*69.

.....*Notary Public*

Commission expires.....

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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*.....,
the within named bargainor, a corporation, and that .....*he as such*.....,
being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporatoin by .....*self as*.....

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

.....*Notary Public*

Commission expires.....

MAY-7 69	CONV	47,000.00			
MAY-7 69	MORT'G	14,000.00			
MAY-7 69	S'TAX		B*	122.20	
MAY-7 69	S'TAX		B*	12.00	
MAY-7 69	PR'FEE		B*	.50	
MAY-7 69	W'DEED		B*	4.50	* 139.20

INSTALLMENT DEED

FROM
PAUL RICHARD WHITE et ux,
JEAN M. WHITE

TO
MILLER G. KIMBROUGH, JR., TRUSTEE

A 39754

IDENTIF. REFERENCE

MAY 7 3 01 PH '69

FELIX Z. WILSON JR REGISTER
DAVIDSON COUNTY, TENN.

Compliments of
Guaranty Title Company
A Division of
Kansas City Title Insurance Company
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE