This Instrument was prepared by
RUTHERFORD, CROCKETT, GUENTHER,
305 Nashville Bank and Trust Bldg.
Nashville, Tennessee 37201

Installment Deed

BOOK 4342 PAGE 190

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Howard R. Hall, et al (NAME:)	Howard R. Hall, et al (NAME:)	Map 47
Route 3 Eatons Creek Rd (STREET ADDRESS OR ROUTE NUMBER)	Route 3 Eatons Creek Rd. (STREET ADDRESS)	Par. 87
Nashville Tenn. 37218 (CITY) (P. O. ZONE) (STATE)	Nashville Tenn 37218 (CITY) (ZONE) (STATE)	M.O

FOR AND IN CONSIDERATION of the sum of ($10,250.00)

- - - - - - - - Ten Thousand Two Hundred Fifty & 00/100) *Dollars,*

of which ($500.00)

- - - - - - - - Five Hundred & 00/100 - - - - - - - *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder (9750.00)

- - - - - - Nine Thousand Seven Hundred Fifty - - - - - - - - - - *Dollars,*

Howard R. Hall and Willie J. Hall

have executed

their promissory note in the amount of $9750.00 of even date payable to the order of E. R. Rutherford in equal monthly installments of $80.00 each, which includes both principal and interest at the rate of 8% per annum until this note is 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, I, E. R. Rutherford,

have this day bargained and sold, and do hereby transfer and convey unto the said Howard R. Hall and Willie J. Hall, their

(successors), heirs and assigns,

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

Land in the 13th Civil District of Davidson County, Tennessee, described as follows:
Beginning at a point in the center of Eatons Creek Road at the northeast corner of the property conveyed to George C. McGrew and wife, by deed from E. R. Rutherford of record in book , page , Register's Office for said County; thence with the center of said Road north 29° 30'west 351 feet and north 39° west 160 feet; thence leaving said road south 64° west crossing Eatons Creek at 50 feet, in all 214 feet to a post in the southern boundary line of the property conveyed to Mattie E. Green by deed from Whitford Layne Green of record in book 2087, page 549, said Register's Office; thence Green's line south 22° 15' west 400 feet to a post; thence north 78° 30' west 259 feet to a post; thence north 71° west 152 feet to a stake; thence north 15° 15' west 304 feet; thence north 40° 20' west 85 feet to a post in the eastern boundary line of the property conveyed to Hazelwood; thence with Hazelwood's line south 160° 50' west 525 feet to an elm, south 23° west 306 feet to a cedar and south 26° 10' west 306 feet to a post; thence south 44° 30' east 80 feet; thence north 72° 30' east 876 feet more or less to the southwest corner of the property conveyed to said George C. McGrew; thence with McGrew's

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 10,250.00

Subscribed and sworn to before me, this the 14th day of June 1969

E. R. Rutherford
Affiant

My commission expires: 2-7-70
(Affix Seal)

Notary Public

western boundary line, north 30° west 209 feet to McGrew's northwest corner; thence with McGrew's northern boundary line north 72° 30' east 714 feet to a point and north 62° east 123 feet to the beginning, containing 17.75 acres more or less, together with an easement for roadway purpose for the purpose of ingress and egress to the above described property over the 44.12 acre tract lying south of the afore described property as now located.

Being part of the same property conveyed to E. R. Rutherford by deed from Lula Mai Holt of record in book 2396, page 553, said Register's Office, and by deed from Burt Warren and wife of record in book 2299, page 399, said Register's Office.

unimproved ( )
This is improved (x) 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 Howard R. Hall and Willie J. Hall, 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 current taxes which have been prorated and assumed by the grantees herein.

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Howard R. Hall and Willie J. Hall, 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 Howard R. Hall and Willie J. Hall *hereinafter referred to as trustors, hereby transfer and convey unto* David C. Rutherford, *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 $ 6,000.00, *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

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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 14th *day of* June, *19* 69.

Howard Ray Hall

Willie J. Hall

E. R. Rutherford

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Nellie Gray Loring, *a Notary Public in and for said County and State,* E. R. Rutherford and Howard R. Hall and Willie J. Hall, *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* 14th *day of* June, *19* 69.

Nellie Gray Loring *Notary Public*

Commission expires 2-7-70

STATE OF.....
COUNTY OF.....

Personally appeared before me, ...*, a Notary Public in and for said County and State,* .....

the within named bargainor....., *with whom I am personally acquainted, and who acknowledged that*..... *executed the within instrument for the purposes therein contained.*

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

.....*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 corporation by* .....*self as*.....

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

.....*Notary Public*

Commission expires.....

INSTALLMENT DEED

FROM

E. R. Rutherford

TO

Howard R. Hall and

Willie J. Hall

A 44423

IDENTIF. REFERENCE

JUN 16 9 22 AM '69

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

JUN 16 68	CONV	10,250.00			
JUN 16 68	MORTG	*9,750.00			
JUN 16 69	S'TAX		B*	26.52	
JUN 16 69	S'TAX		B*	7.70	
JUN 16 69	P'TFEE		B*	.50	
JUN 16 69	W'DEED		B*	6.00	* 40.72

Compliments of

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Office of
CHICAGO TITLE INSURANCE COMPANY
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NASHVILLE, TENNESSEE