This instrument prepared by
Edwards, Sutton, McCarley,
Hollins & Pride
900 American Trust building
Nashville, Tennessee

Installment Deed

BOOK 4362 PAGE 856

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Robert B. Hendley et al (NAME)	Robert B. Hendley et al (NAME)	142-42 9D-27175
1206 Littonwood Dr. (STREET ADDRESS OR ROUTE NUMBER)	Same (STREET ADDRESS)	
Nashville, Tennessee (CITY) (P. O. ZONE) (STATE)	Nashville, Tennessee (CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of TWO HUNDRED THIRTY TWO THOUSAND TWO HUNDRED SIXTY FIVE AND 30/100 ($232,265.30) *Dollars,*

of which FIFTY EIGHT THOUSAND SIXTY SIX AND 34/100 ($58,066.34) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder ONE HUNDRED SEVENTY FOUR THOUSAND ONE HUNDRED NINETY EIGHT AND 96/100 ($174,198.96) *Dollars,*

ROBERT B. HENDLEY and DOUGLAS C. WHITESIDE *have executed*

their promissory note of even date herewith payable to the order of Thomas A. Baugh, payable in annual installments as follows: On the 3rd day of September, 1970, the sum of Fifty Eight Thousand Sixty Six and 32/100 ($58,066.32) Dollars, and thereafter two additional payments on the 3rd day of September, 1971, and on the 3rd day of September, 1972, in the amount of Fifty Eight Thousand Sixty Six and 32/100 ($58,066.32) Dollars each, together with interest on the unpaid balance at the rate of six (6%) per cent per annum, payable annually on the 3rd day of September of each year until said sum and interest 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, THOMAS A. BAUGH and wife, MARY HILL BAUGH,

have this day bargained and sold, and do hereby transfer and convey unto the said ROBERT B. HENDLEY and DOUGLAS C. WHITESIDE, their *(successors), heirs and assigns,*

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

A tract of land in the 9th Civil District of Davidson County, Tennessee, fronting on Memphis-Bristol Highway, being U.S. Highway 70S, described according to a survey by Parrish Engineers, Inc., dated June 18, 1969, as follows:

Beginning at a spike in the southerly margin of Memphis-Bristol Highway, being U.S. Highway 70S and the center line of Bellevue Road; thence along the southerly margin of said Memphis-Bristol Highway, South 72° 40' East 1066.30 feet to an iron stake at the northwest corner of the property conveyed to the Bellevue Church of Christ, of record in book 4243, page 137, Register's Office for Davidson County, Tennessee; thence along the southwesterly margin of said Bellevue Church of Christ property, South 23° 57' East, 1064.33 feet to an iron stake in the northerly margin of the property conveyed to the Metropolitan Board of Education, by deed of record in book 3537, page 199, said Register's Office; thence South 66° 03' West 179.60 feet to a concrete monument, the beginning of a curve; thence with a curve to the right having a radius of 2,003.33 feet, a distance of 349.64 feet to a concrete monument in the northerly margin of said Board of Education property; thence along the southwesterly line of said Board of Education property, South 13° 57' East,

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 232,265.30

Subscribed and sworn to before me, this the 3rd day of Sept 19 69

Douglas C. Whiteside
Affiant

My commission expires: 14 Feb 1973 (Affix Seal)

Janice T. Talley
Notary Public

194.05 feet to a concrete monument; thence continuing along the southwesterly line of said Board of Education property, South 38° 57' East, 1257.40 feet past an iron stake to the center line of Flat Creek; thence with the center line of said creek, the following courses and distances: South 76° 57' 50" West, 209.87 feet to a point; thence South 71° 38' 30" West, 210.57 feet to a point; thence South 81° 41' 10" West, 344.75 feet to a point; thence North 78° 09' 35" West 384.59 feet to a point; thence North 50° 25' 20" West 162.62 feet to a point; thence North 32° 59' 20" West 55.04 feet to a point; thence South 85° 49' 30" West, 177.21 feet to a point; thence South 87° 54' 35" West, 191.70 feet to a point; thence South 88° 43' 55" West, 147.83 feet to a point; thence South 80° 40' 30" West, 67.49 feet to a point; thence North 73° 35' 10" West, 86.81 feet to a point; thence South 71° 09' 30" West, 80.02 feet to a point in the center line of Bellevue Road, said point being a bolt in center line of said Road; thence North 4° 33' East with the center line of said Road, 62.32 feet to a spike in said center line; thence leaving said Road and along the southerly margin of the property conveyed to James C. Hamblin, of record in book 2437, page 469, said Register's Office, South 84° 24' 30" East 225.00 feet to an iron stake; thence North 4° 53' East along the rear line of said Hamblin property and the rear line of the property conveyed to Dorris S. Richardson, by deed of record in book 3224, page 487, said Register's Office, 418.00 feet to an iron stake; thence along the northerly line of the Richardson property, North 84° 19' West 222.43 feet to a spike in the center line of Bellevue Road; thence North 4° 55' 20" East with the center line of Bellevue Road 2142.53 feet to the point of beginning, and containing 78.734 acres, more or less.

Being the same property conveyed to Thomas A. Baugh, as devisee under the Will of Tabitha A. DeMoss, deceased, of record in Will Book 43, page 81, Probate Clerk's Office for Davidson County, Tennessee

This is unimproved ( ) improved (X) property, known as Highway 70S (House Number) (Street) Bellevue, Tennessee (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 B. HENDLEY and DOUGLAS C. WHITESIDE, their *(successors), 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,* except by taxes for the year 1969, which have been prorated and assumed by the Grantors herein.

The said Thomas A. Baugh or the lawful owner or holder of the indebtedness secured herein agrees to release with no additional payment, one-fourth (1/4) of the above described property, such area to be selected by the Grantees herein at such time as the Grantees may elect and further agrees that upon payment by the said Grantees of each remaining payment or portion thereof to release portions of the above described tract on the basis of Two Thousand Nine Hundred Fifty and No/100 ($2,950.00) Dollars per acre, plus accrued interest thereon at the time of such payment, and further agrees that the owner or holder of said indebtedness or the Trustee named hereunder shall execute such releases as shall be necessary and all amounts paid shallbe credited on the note as the same matures.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Robert B. Hendley and Douglas C. Whiteside, 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 B. Hendley and Douglas C. Whiteside *hereinafter referred to as trustors, hereby transfer and convey unto* Mary Joe Baugh Mitchell, *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 reservation, 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 ..... day of September, *19* 69

Thomas A. Baugh

Mary Hill Baugh

Robert B. Hendley

Douglas C. Whiteside

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, James T. Patterson, *a Notary Public in and for said County and State,* Thomas A. Baugh and wife, Mary Hill Baugh, and Robert B. Hendley and Douglas C. Whiteside,

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* 3rd *day of* September, *19* 69

James T. Patterson *Notary Public*

Commission expires 14 Feb 1973

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 .....

SEP-8	CONV	90,000.00			
SEP-8	CONV	90,000.00			
SEP-8	CONV	52,265.30			
SEP-8	MORT'G	90,000.00			
SEP-8	MORT'G	90,192.98			
SEP-8	ST TAX		A* 603.98		
SEP-8	ST TAX		A* 172.20		
SEP-8	RECFEE		A* .50		
SEP-8	DEED		A* 6.00	*	782.68

INSTALLMENT DEED

FROM Thomas A. Baugh et ux

TO Robert B. Hendley et al

A 5 3 1 4 1.

IDENTIF. REFERENCE

SEP 8 10 31 AM '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