MAIL

Installment Deed

This instrument was prepared by
GRISSIM AND SHORT, Attorneys
Court Square Building
Nashville, Tennessee

BOOK 4368 PAGE 224

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO	MAP, PARCEL NUMBERS
LEONARD CASH, TRUSTEE	SAME	Map 172
(NAME:) 4111 Nolensville Rd	(NAME:)	Par. 80
(STREET ADDRESS OR ROUTE NUMBER) Nashville Tenn	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of SEVENTY-SEVEN THOUSAND, FIVE HUNDRED NINETY-SEVEN AND 51/100 ($77,597.51)---------- *Dollars,*

of which FOUR THOUSAND, ONE HUNDRED, EIGHTY-NINE AND 51/100---------- ($4,189.51)---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder SEVENTY-THREE THOUSAND, FOUR HUNDRED EIGHT AND NO/100--------($73,408.00)---------- *Dollars,*

LEONARD CASH, TRUSTEE

.....*has* S *executed*

1. ASSUMED AND AGREED TO PAY THE $40,000.60 BALANCE ON A NOTE TO FIRST AMERICAN NATIONAL BANK, AS SECURED BY A DEED OF TRUST OF RECORD IN BOOK 4102, PAGE 813, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.
2. ASSUMED AND AGREED TO PAY DEBTS OF THE GRANTORS FOR WORK DONE ON THE SUBJECT PROPERTY BY JAMES L. MURPHY, ENGINEER IN THE AMOUNT OF $1,303.10, AND SESSIONS PAVING COMPANY IN THE AMOUNT OF $18,104.30 AND
3. FOR THE BALANCE THE GRANTEE HAS GIVEN HIS NOTE OF EVEN DATE IN THE AMOUNT OF $14,000.00 PAYABLE TO THE GRANTORS IN EQUAL MONTHLY INSTALLMENTS OF ONE THOUSAND ($1,000.00) DOLLARS PER MONTH, BEGINNING OCTOBER 1, 1969. SAID PAYMENTS BEAR NO INTEREST.

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, MRS. MARY ANN HAWKINS RUBICH, MRS. FLORENCE HAWKINS BORLAND AND ERNEST M. HAWKINS BEING ALL THE HEIRS-AT LAW OF ANNIE MAE KENNEDY HAWKINS

have this day bargained and sold, and do hereby transfer and convey unto the said LEONARD CASH, TRUSTEE WITH FULL POWER TO SELL, CONVEY, MORTGAGE OR OTHERWISE ENCUMBER WITHOUT JOINDER OF BENEFICIARY HIS *(successors), heirs and assigns,*

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

TWO TRACTS OF LAND IN THE SIXTH CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, DESCRIBED ACCORDING TO A SURVEY MADE BY J. L. MURPHY, JR. AND CO., DATED MAY 1, 1965, AS FOLLOWS:

TRACT NO. ONE: BEGINNING ON THE WESTERLY MARGIN OF NOLENSVILLE ROAD AT THE NORTHEAST CORNER OF LOT NO. 18 ON THE PLAN OF FORREST ACRES SUBDIVISION, SECTION 1, AS OF RECORD IN BOOK 3700, PAGE 2, REGISTER'S OFFICE FOR SAID COUNTY; THENCE NORTH 86 DEG. 42' WEST 102.33 FEET; THENCE NORTH 22 DEG. 55' WEST 210.91 FEET; THENCE NORTH 15 DEG. 19' WEST 205.23 FEET; THENCE NORTH 48 DEG. 38' EAST 198.90 FEET; THENCE NORTH 87 DEG. 55' EAST 95.08 FEET TO THE WESTERLY MARGIN OF NOLENSVILLE ROAD; THENCE WITH THE SAME SOUTHERLY 533.14 FEET TO THE BEGINNING, CONTAINING 2.1909 ACRES, MORE OR LESS.

TRACT NO. TWO: BEGINNING AT THE NORTHWEST CORNER OF LOT NO. 113 ON THE PLAN OF FORREST ACRES SUBDIVISION, SECTION 1, AS OF RECORD IN BOOK 3700, PAGE 2, REGISTER'S OFFICE FOR SAID COUNTY; THENCE SOUTH 2 DEG. 50' WEST 907.58 FEET; THENCE SOUTH 37 DEG. 49' WEST 220.51 FEET; THENCE SOUTH 43 DEG. 34' EAST 229.13 FEET; THENCE NORTH 46 DEG. 26' EAST 171.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $77,597.51

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 23 DAY OF SEPTEMBER 1969

MY COMMISSION EXPIRES: 9-14-71 (AFFIX SEAL)

Notary Public

FEET TO THE BEGINNING OF A CURVE; THENCE AROUND SAID CURVE HAVING A RADIUS OF 25 FEET SOUTHEASTERLY 39.27 FEET TO THE WEST MARGIN OF HAWKDALE DRIVE; THENCE WITH SAID DRIVE SOUTH 43 DEG. 34' EAST 325 FEET TO THE BEGINNING OF A CURVE; THENCE AROUND SAID CURVE HAVING A RADIUS OF 416.93 FEET SOUTHEASTERLY 369.9 FEET; THENCE SOUTH 7 DEG. 16' WEST 6.92 FEET; THENCE NORTH 71 DEG. 19' WEST 23.94 FEET; THENCE NORTH 84 DEG. 42' WEST 2,201.13 FEET; THENCE NORTH 5 DEG. 24' EAST 1,666.50 FEET; THENCE SOUTH 84 DEG. 32' EAST 1,173.55 FEET; THENCE SOUTH 83 DEG. 00' EAST 227.33 FEET AND SOUTH 84 DEG. 16' WEST 192.36 FEET TO THE BEGINNING, CONTAINING 67.014 ACRES, MORE OR LESS.

SAID PROPERTY WAS DEVISED TO ANNIE MAE KENNEDAY HAWKINS BY WILL OF E. M. HAWKINS, DECEASED OF RECORD IN WILL BOOK 81, PAGE 234, COUNTY COURT OF SAID COUNTY, THE SAID ANNIE MAE KENNEDAY HAWKINS HAVING SINCE DIED LEAVING MRS. MARY ANN HAWKINS RUBECH, MRS. FLORENCE HAWKINS BORLAND AND ERNEST M. HAWKINS AS HER ONLY HEIRS-AT-LAW.

IT IS UNDERSTOOD AND AGREED THAT THE VENDOR'S LIEN HEREIN IS SECONDARY AND SUBORDINATE TO A LIEN RETAINED IN A DEED OF TRUST FROM LEONARD B. CASH, TRUSTEE TO W. K. BEASLEY, TRUSTEE, SECURING A NOTE TO FIRST AMERICAN NATIONAL BANK IN THE AMOUNT OF $65,000.00; SAID DEED OF TRUST BEING DATED SEPTEMBER_____, 1969.

This is { unimproved ( ) / improved ( ) } 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 LEONARD CASH, TRUSTEE *HIS (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 AS HEREIN STATED AND 1969 TAXES WHICH GRANTEE ASSUMES.

WE *further covenant and bind* OURSELVES, OUR *heirs and representatives, to warrant and forever defend the title to said real estate to said* LEONARD CASH, 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 LEONARD CASH, TRUSTEE *hereinafter referred to as trustors, hereby transfer and convey unto....., 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 23 *day of* SEPTEMBER, *19* 69

MRS. MARY ANN HAWKINS RUBICH

MRS. FLORENCE HAWKINS BORLAND
BY: Ernest M. Hawkins
ERNEST M. HAWKINS
WITH FULL POWER OF ATTORNEY

Ernest M. Hawkins
ERNEST M. HAWKINS

Leonard B. Cash, Trustee

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Virginia Phillips, *a Notary Public in and for said County and State,* ERNEST M. HAWKINS, INDIVIDUALLY AND AS ATTORNEY WITH GENERAL POWER OF ATTORNEY OF RECORD IN BOOK 3969, PAGE 341, R.O.D.C. FROM MRS. MARY ANN HAWKINS RUBICH AND MRS. FLORENCE HAWKINS BORLAND AND LEONARD B. CASH, 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* 23 *day of* SEPTEMBER, *19* 69

Virginia Phillips
Notary Public

Commission expires 9-14-71

ACKNOWLEDGEMENT

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

ON THE 23 DAY OF SEPTEMBER, 1969, BEFORE ME PERSONALLY APPEARED, ERNEST M. HAWKINS, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT IN BEHALF OF MARY ANN HAWKINS RUBICH AND MRS. FLORENCE HAWKINS BORLAND AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS THE FREE ACT AND DEED OF SAID MRS. MARY ANN HAWKINS RUBICH AND MRS. FLORENCE HAWKINS BORLAND.

WITNESS MY HAND AND OFFICIAL SEAL AT NASHVILLE, TENNESSEE THIS 23 DAY OF SEPTEMBER, 1969.

Virginia Phillips
NOTARY PUBLIC

MY COMMISSION EXPIRES: 9-14-71

SEP 26 69	CONV	77,597.51			
SEP 26 69	MORT'G	14,000.00			
SEP 26 69	S'TAX		A*	201.76	
SEP 26 69	S'TAX		A*	12.00	
SEP 26 69	PR'FEE		A*	.50	
SEP 26 69	W'DEED		A*	6.00	* 220.26

INSTALLMENT DEED

FROM

MRS. MARY ANN HAWKINS RUBICH

ET AL

TO

LEONARD CASH, TRUSTEE

A 55490

IDENTIF. REFERENCE

SEP 26 1 36 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