THIS INSTRUMENT WAS PREPARED BY
MARTIN & COCHRAN
NASHVILLE, TENNESSEE

TRUSTEE'S INSTALLMENT DEED

BOOK 4430 PAGE 683

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP, PARCEL NUMBERS
H. J. Waldrop, Trustee (NAME)	H. J. Waldrop, Trustee (NAME)	Map 86
Green Acres, Route 1 (STREET ADDRESS OR ROUTE NUMBER)	Green Acres, Route 1 (STREET ADDRESS)	Par. 0
Old Hickory, Tenn. 37138 (CITY) (P. O. ZONE) (STATE)	Old Hickory, Tenn. 37138 (CITY) (ZONE) (STATE)	Plat

FOR AND IN CONSIDERATION of the sum of Three Thousand Six Hundred Fifty and no/100 ($3,650.00) ---------- *Dollars,*

of which Nine Hundred Twelve and 50/100 ($912.50) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Two Thousand Seven Hundred Thirty Seven and 50/100 ($2,737.50) ---------- *Dollars,*

H. J. Waldrop, Trustee *has executed* his three promissory lien notes of even date herewith, each in the amount of Nine Hundred Twelve and 50/100 ($912.50) Dollars payable to A. Battle Rodes, Trustee, falling due respectively one, two and three years after date, bearing interest at the rate of eight and one-half per cent (8½%) per annum payable annually,

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, A. Battle Rodes, Trustee of Tennessee Central Railway Company, by virtue of the power and authority given in and by orders of the United States District Court for the Middle District of Tennessee, entered "In the Matter of Tennessee Central Railway Company, Debtor, In Proceedings for the Reorganization of a Railroad, No, BK 67-2263," being Order No. 2, entered January 15, 1968, Order No. 66, entered October 6, 1969, and Order No. 80 *entered* March 24, *1970, have bargained and sold, and by these presents do transfer and convey unto*

heirs, representatives and assigns, a certain tract or parcel of land in Davidson *County, State of Tennessee, described as follows, to-wit:*

Land in the Fourth Civil District of Davidson County, at Stones River, Tennessee, more particularly described as follows:

Beginning at a point in the southeasterly margin of Brandau Road, which is generally southeast of a point in the center line of the former main line of the Tennessee Central Railway Company 780 feet west of Mile Post 10 from Nashville, as measured along said center line, and said beginning point being at a corner of the Leo E. Newman property; thence southeasterly along a radius to the curve of said Brandau Road, and with the boundary line of the Leo E. Newman property 150 feet to a point; thence southwesterly with the Leo E. Newman property line, said line being a curve to the left which is parallel to and 150 feet from the southeasterly margin of Brandau Road, 600 feet to a point in the northeasterly boundary of the Ben Shepherd, et ux, property; thence with the said

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 3,650.00

Subscribed and sworn to before me, this the 13th day of July 19 70

Affiant

My commission expires:

(Affix Seal)

Notary Public

Deputy Register

Ben Shepherd, et ux, property line northwesterly 150 feet to a point on the southeasterly margin of Brandau Road; thence northeasterly with the said margin of Brandau Road and a curve to the right 600 feet to the point of beginning, containing 2.07 acres, more or less.

Being part of the property conveyed to the Tennessee Central Railway Company by deed from H.M. Doak, Clerk of the United States District Court for the Middle District of Tennessee, of record in Book 635, page 76, Register's Office of Davidson County, Tennessee. Premises became vested in A. Battle Rodes, Trustee for the Tennessee Central Railway Company in the proceedings styled as follows: "In the Matter of: Tennessee Central Railway Company, Debtor," Bankruptcy No. 67-2263, United States District Court for the Middle District of Tennessee.

JUL 13 70	CONV	*3,650.00			
JUL 13 70	MORT'G	*2,737.50			
JUL 13 70	S'TAX		A* 9.36		
JUL 13 70	S'TAX		A* .70		
JUL 13 70	PR'FEE		A* .50		
JUL 13 70	W'DEED		A* 4.50	*	15.06

Together with the appurtenances and also all the estate which Tennessee Central Railway Company, a corporation, had at the time of the filing of the petition for railroad reorganization under Section 77 of the Bankruptcy Act in the said United States District Court for the Middle District of Tennessee in said premises, and also the estate therein which A. Battle Rodes, Trustee, has or has power to convey or dispose of as such Trustee.

unimproved
This is ~~XXXXXX~~ *property, known as* Brandau Road Property

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said H. J. Waldrop, Trustee, his *heirs, representatives and assigns, forever.*

And A. Battle Rodes, Trustee, does covenant with the said H. J. Waldrop, Trustee *that A. Battle Rodes, Trustee, is lawfully seized and possessed of all the estate which Tennessee Central Railway Company had at the time of the filing of the petition for railroad reorganization under Section 77 of the Bankruptcy Act in said United States District Court for the Middle District of Tennessee; has a good right to convey it under and by virtue of the several orders of the United States District Court hereinabove referred to, and that the same is free from all encumbrances made by A. Battle Rodes, Trustee.* Taxes for the year 1970 have been pro rated by estimate and payment thereof assumed by the grantee.

And A. Battle Rodes, Trustee, does further covenant and bind himself, his heirs and representatives, to warrant and forever defend the title to the said land to the said H. J. Waldrop, Trustee, his *heirs, representatives and assigns against the lawful claims of all persons whomsoever claiming by, through or under A. Battle Rodes, Trustee, but against none other.*

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 H. J. Waldrop, Trustee *hereinafter referred to as trustors, hereby transfer and convey unto* Carmack Cochran, *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~~ full ~~XXXXXX~~ *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 [illegible] to, [illegible]session of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, 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.

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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.

A 83374

IDENTIF. REFERENCE T

JUL 13 10 18 AM '70

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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 30th *day of* June, *19*70.

A. Battle Rodes, Trustee

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Ann Sklar, *a Notary Public in and for said County and State,* A. Battle Rodes, 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* 30th *day of* June, *19*70.

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Ann Sklar *Notary Public*

Commission expires April 30, 1973