INSTALLMENT DEED

BOOK 4446 PAGE 952

Address New Owners as Follows: Send Tax Bills To: Map-Parcel Numbers

EvalinaHarwell Andrews, Co-Trustee
AND Leila H. Fuqua
1801-21st Ave So. Nashville, Tenn.
THIS INSTRUMENT WAS PREPARED BY:

SAME

Map. 104-12
Par. 3-1
PW

Alfred T. Adams
Lawyer
300 James Robertson Parkway
Nashville, Tennessee 37201

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $110,000.00

FELIX Z. WISDOM II REGISTER DAVIDSON COUNTY, TENN.
SEP 21 4 08 PM '70
IDENTIFICATION REFERENCE
A 90672

Affiant

Subscribed and sworn to before me, this the 9th day of Sept, 1970.

Notary Public

My Commission Expires: 10/20/70

For and in consideration of the sum of One Hundred, Ten Thousand, and no/100 ($110,000.00) Dollars, of which Twenty-Seven Thousand, Five Hundred and no/100 ($27,500.00) Dollars, has been paid in cash by Evalina Harwell Andrews, Co-Trustee under the will of Samuel Knox Harwell, Jr., deceased, of record in Will Book 59, page 489, County Court Clerk's Office of Davidson County, Tennessee, and Leila H. Fuqua, the receipt of which is hereby acknowledged, and for the remainder Eighty-Two Thousand, Five Hundred and no/100 ($82,500.00) Dollars, the said Evalina Harwell Andrews, as such Co-Trustee, and Leila H. Fuqua have this day executed their joint promissory note made payable to the order of First American National Bank of Nashville, Trustee, under the will of Mrs. Lucy W. Meriwether, Deceased, payable at the office of First American National Bank of Nashville, in one hundred and twenty (120) equal monthly installments as follows: on the first

(1st) day of October, 1970, the sum of One Thousand, Twenty-Two and 89/100 ($1,022.89) Dollars and thereafter a like sum on the first (1st) day of each succeeding month, the last installment being due the first (1st) day of September, 1980. Each installment includes interest at the rate of Eight and one-half per centum (8 1/2%) per annum. In the event of default in the payment of any installment, principal or interest, the same shall bear interest at the rate of Eight and one-half per centum (8 1/2%) per annum from and after its due date, and providing for payment of attorney's fees, and to secure the payment of said note, principal and interest and attorney's fees, a lien is expressly retained on the land herein conveyed, First American National Bank of Nashville, Trustee, Under the Will of Mrs. Lucy W. Meriwether, Deceased, has this day bargained and sold, and does hereby transfer and convey unto the said Evalina Harwell Andrews as such Co-Trustee, her successor Co-Trustee and assigns, and Leila H. Fuqua, her heirs and assigns, as tenants in common, and in equal shares, certain real estate in Davidson County, Tennessee, as follows:

TRACT 1:
Land in Davidson County, Tennessee, being a part of the Old Tollgate Lot, shown on the Plan of Edward C. Scruggs' Subdivision of certain lots of Burch Orchard and Read Tracts, as of record in Book 57, page 114, Register's Office for said County, and described according to a survey made by Geo. W. Watkins, Surveyor, dated July 25, 1950, as follows:

Beginning at a point in the westerly margin of 21st Avenue, South, or Hillsboro Pike, as now widened and located, 50 feet south of the south margin of Belcourt Avenue, as widened and located; thence westwardly along a line 50 feet southerly from and parallel to the southerly margin of Belcourt Avenue, as now widened and located, 126.5 feet to a point; thence southwardly with a line 126.5 feet westerly from and parallel to the westerly margin of 21st Avenue South, or Hillsboro Pike, 88 feet to the north margin of an alley; thence with the margin of the same easterly 126.5 feet to the westerly margin of 21st Avenue, South; thence with the margin of the same, northerly 88 feet to the beginning.

Being property conveyed to Lucy W. Meriwether by deed from Thomas Goodall and wife, Wena D. Woodall, of record in Book 921, page 424, Register's Office for Davidson County, Tennessee, and devised to The First American National Bank, as Executor and Trustee Under the will of Mrs. Lucy W. Meriwether, deceased, of record in Will Book 63, page 194, County Court Clerk's Office for Davidson County, Tennessee.

TRACT 2:
Land in Davidson County, Tennessee, being a part of the old Tollgate Lot, shown on the Plan of Edward C. Scruggs' Subdivision of certain lots of Burch Orchard and Read Tracts, as of record in Book 57, page 114, Register's Office for said County, and described according to a survey made by Geo. W. Watkins, Surveyor, dated July 25, 1950, as follows:

Beginning on the southerly margin of Belcourt Avenue, as widened, 126.5 feet westerly from the westerly margin of 21st Avenue South, as widened, formerly the Hillsboro Pike, thence with the southerly margin of Belcourt Avenue, westwardly 104 feet to the northeast corner of Lot No. 1 on said Scruggs plan; thence with the easterly line of said Lot No. 1 southwardly 138 feet to the northerly margin of an alley; thence with said alley eastwardly 104 feet to a point 126.5 feet westerly from the westerly margin of 21st Avenue South, as widened; thence northwardly 138 feet to the beginning.

Being property conveyed to Mrs. Lucy W. Meriwether by deed from Rugh Orgain, a widow, of record in Book 1109, page 88, Register's Office for Davidson County, Tennessee, and devised to The First American National Bank, as Executor and Trustee under the will of Mrs. Lucy W. Meriwether, deceased, of record in Will Book 63, page 194, County Court Clerk's Office for Davidson County, Tennessee.

This conveyance is made subject to the rights of the parties in possession of the above described property as evidenced by written leases which have this day been delivered to grantees.

To have and to hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Evalina Harwell Andrews, as such Co-Trustee, her successor Co-Trustee and assigns, and Leila H. Fuqua, her heirs and assigns, share and share alike, forever and the Vendor covenants that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered, except as hereinabove referred to, and for the taxes for the year 1970 which the Vendees assume and agree to pay, same to be pro-rated as of the date hereof between the Vendor and Vendees. Vendor further covenants and binds itself as such Trustee and its successor Trustees, to warrant and forever defend the title to the said real estate to said Evalina Harwell Andrews, as such Co-Trustee, her successor Co-Trustee and assigns, and Leila H. Fuqua, her 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 note and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said note, according to its terms and provisions as it matures, and for the consideration of one dollar to us in hand paid, we, the said Evalina Harwell Andrews, as such Co-Trustee, and Leila H. Fuqua do hereby transfer and convey unto G. F. Cole, Jr., Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

We, the said, Evalina Harwell Andrews as such Co-Trustee, and Leila H. Fuqua, do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured against fire and windstorm in some reliable fire insurance company or companies for at least the sum of the value of the improvements located on said premises herein conveyed, until the note 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 and holder of said note, as his interest may appear.

We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said note may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest at the rate of Eight and one-half per centum (8 1/2%) per annum from the date of such payment.

Now, if we, the said Evalina Harwell Andrews as such Co-Trustee, and Leila H. Fuqua shall pay the note aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if we fail to pay said note

or installment thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; if we fail to reimburse the Trustee or lawful owner and holder of said note for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said note, within thirty days from the date of notice to Vendees 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 note, all remaining unpaid installments 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 South 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. We agree, that the Trustee may, at any time after default in the payment of any installment of said note, enter and take possession of said property, and shall only account for the net rents actually received by him. We further agree 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 the balance of the note 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 Evalina Harwell Andrews, as such Co-Trustee, her successor co-trustee, and assigns, and Leila H. Fuqua, her representatives and 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 lien note 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 G. F. Cole, Jr., Trustee, shall be vested in said successor.

Said Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

I, Mrs. Juliet M. Davis, hereby join in the execution of this instrument as evidence of my consent to the within conveyance as required by the will of Mrs. Lucy W. Meriwether, deceased.

IN WITNESS WHEREOF, we, the said First American National Bank of Nashville, Trustee under the will of Mrs. Lucy W. Meriwether, deceased, and Evalina Harwell Andrews as such Co-Trustee and Leila H. Fuqua, hereunto set our hands at Nashville, Tennessee, this the 1st day of September, 1970.

FIRST AMERICAN NATIONAL BANK OF NASHVILLE, NASHVILLE, TENNESSEE, TRUSTEE U/W OF MRS. LUCY W. MERIWETHER, DECEASED

By _____

Attest: _____

Evalina Harwell Andrews, Co-Trustee
U/W of Samuel Knox Harwell, Jr.,
Deceased

Leila H. Fuqua

Mrs. Juliet M. Davis

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, [illegible], a Notary Public in and for the State and County aforesaid, personally appeared [illegible] and [illegible] with whom I am personally acquainted, and who upon oath acknowledged themselves to be Vice-President and Cashier, respectively of FIRST AMERICAN NATIONAL BANK OF NASHVILLE, and that they as Vice-President and Cashier, respectively, being authorized so to do, executed the foregoing instrument for FIRST AMERICAN NATIONAL BANK OF NASHVILLE, NASHVILLE, TENNESSEE, TRUSTEE, U/W LUCY W. MERIWETHER, DECEASED, for the purposes therein contained by signing the name of the corporation by the first named as Vice-President and affixing the corporate seal and attesting its genuineness by the last named as Cashier.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal at office in the City of [illegible], State of Tennessee on the 7th day of September, 1970.

Notary Public

My Commission Expires: 10/20/72

SEP21'70	CONV	90,000.00		
SEP21'70	CONV	20,000.00		
SEP21'70	MORT'G	82,500.00		
SEP21'70	S'TAX		A* 286.00	
SEP21'70	S'TAX		A* 90.50	
SEP21'70	PR'FEE		A* .50	
SEP21'70	W'DEED		A* 13.50	* 380.50

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

BOOK 4446 PAGE 959

Before me, Charlene Boarden, a Notary Public in and for the State and County aforesaid, personally appeared Bob K. Anderson and Brannon Huddleston with whom I am personally acquainted, and who upon oath acknowledged themselves to be Vice-President and Trust Officer, respectively of FIRST AMERICAN NATIONAL BANK OF NASHVILLE, and that they as Vice-President and Trust Officer, respectively, being authorized so to do, executed the foregoing instrument for FIRST AMERICAN NATIONAL BANK OF NASHVILLE, NASHVILLE, TENNESSEE, TRUSTEE, U/W LUCY W. MERIWETHER, DECEASED, for the purposes therein contained by signing the name of the corporation by the first named as Vice-President and affixing the corporate seal and attesting its genuineness by the last named as Trust Officer.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal at office in the City of Nashville, State of Tennessee on the 9th day of September, 1970.

Charlene Boarden
Notary Public

My Commission Expires: 10/20/70

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Charlene Broadhurst, a Notary Public in and for said County and State, the within named Evalina Harwell Andrews, Co-Trustee under the will of Samuel Knox Harwell, Jr., one of the bargainors, with whom I am personally acquainted, and who acknowledged that she executed the within instrument as such Co-Trustee for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 9th day of September, 1970.

Charlene Broadhurst
Notary Public

My Commission Expires: 10/20/70

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Charlene Broadhurst, a Notary Public in and for said County and State, the within named Leila H. Fuqua, one of the bargainors, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 9th day of September, 1970.

Charlene Broadhurst
Notary Public

My Commission Expires: 10/20/70