PREPARED BY: William E. Higgins, Attny., 338 46th Ave. North, Nashville, Tenn. 37209

Installment Deed

BOOK 1480 PAGE 397

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Biller & Olson Stone Co., Inc.	S A M E	MAP 90
(NAME)	(NAME)	
6514 Robertson Road		P/O PAR 1
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee 37209		map
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Seventy Five Thousand ($75,000.00) and no/100ths---------- *Dollars,*

of which Twenty Two Thousand Five Hundred ($22,500.00) and no/100ths ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Fifty Two Thousand Five Hundred ($52,500.00) and no/100ths---------- *Dollars,*

Biller and Olsen Stone Company, Inc., by its duly authorized officers *has executed* its two (2) promissory notes of even date herewith as follows, to-wit; (1) One note in the principal sum of $31,500.00 payable to the order of Addie Mai Hooper in 3 consecutive equal annual installments in the amount of $10,500.00 each - the 1st of said installments due on the 16TH day of Feb., 1972, and annually thereafter until paid in full, and providing for interest at the rate of 6% per annum on the unpaid balance payable on each payment date, with the privilege of pre-payment reserved, and, (2) One note in the principal sum of $21,000.00 payable to the order of Roy H. Hooper in 3 consecutive equal annual installments in the amount of $7,000.00 each - the 1st of said installments due on the 16TH day of Feb., 1972, and annually thereafter until paid in full, and providing for interest at the rate of 6% per annum on the unpaid balance payable on each payment date, with the privilege of pre-payment reserved,

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, we, Addie Mai Hooper, Roy H. Hooper and wife, Rubye Jean Hooper

have this day bargained and sold, and do hereby transfer and convey unto the said Biller and Olsen Stone Company, Inc., its (successors), XXX *and assigns,*

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

Being two certain tracts or parcels of land situated in the 13th Civil District of Davidson County, Tennessee, being known as the J. H. Langley Farm, and formerly owned by the National Life and Accident Insurance Company of Nashville, Tennessee, described as follows:

1st TRACT: BEGINNING at a stake in McCord's southern boundary line, the northeast corner of a tract of 54.84 acres conveyed by James Langley and wife Edna Langley to Richard S. West by deed in Book 541, page 114, Register's Office for said County; thence south 27½ deg. west 1000 feet to an ash tree on a ridge; thence south 15¼ deg. west 373 feet to a hickory tree on a ridge; thence south 33½ deg. west 319 feet to a hickory; thence south 10¼ deg. west 313 feet to an ash; thence south 25½ deg. west 707 feet to a stake in a white line; thence south 28½ deg. east 1563 feet to a stone; thence north 34-3/4 deg. east 2048 feet to a point in fence; thence north 41 deg. west 699 feet to a stone; thence north 49 deg. east 50 feet to a stone north of spring branch; thence south 41 deg. east 686 feet to a stone; thence north 34-3/4 deg. east 2590 feet to a double oak on a hill; thence north 41 deg. west 443 feet to a post in fence with oak pointers in McCord's south line; thence south 80 deg. west 2062 feet to the beginning, containing 148 acres, more or less.

2nd. TRACT: BEGINNING at a stake, the south corner of the James Langley tract

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 75,000.00

Subscribed and sworn to before me, this the 16TH day of February, 19 71

Affiant

My commission expires: 2-1-75 (Affix Seal)

Notary Public

of 203.49 acres; running thence north 34-3/4° east 2048 feet to a point in fence; thence north 41 deg. west 699 feet to a stone; thence North 49 deg. east 50 feet to a stone; north of spring branch; thence south 41 deg. east 685 feet to a stake; thence north 34 3/4 deg. east 2590 feet to a double oak on top of hill; thence south 5 3/4 deg. west 211 feet to a sassafras; thence south 15 deg. west 354 feet to a pile on top of hill; thence south 57 3/4 deg. west 400 feet to a hackberry; thence 35 3/4 deg. west 934 feet to an elm on ridge; thence south 28 ½ deg. west 489 feet to a stone pile on top of hill with ash, elm and hackberry pointers; thence south 4 1/2 deg. west 1339 feet to an ironwood tree at gate; thence south 24 deg. west 766 feet with wire fence to a sugar tree; thence south 33 1/2 deg. west 1514 feet to a stake in the old County Road and in the west boundary line of the Cowden Farm; thence North 28 1/2 deg. west 1066 feet to the point of beginning containing 59.38 acres, more or less, according to a survey made by Brle Drake, County Surveyor.

THERE is INCLUDED in this description on the southwest side of the tract a road 30 feet wide and 942 feet long, extending from the south corner of the Langley tract of 203.49 acres to the County Road, which has heretofore been opened and conveyed to Langley.

BEING part of the same property conveyed to Addie Mai Hooper and Roy H. Hooper by deed from Addie Lee Hooper of record in Book 3164, page 566, Register's Office for Davidson County, Tennessee

Rubye Jean Hooper, wife of the said Roy H. Hooper, also joins in this deed for the purpose of transferring any conveying any interest she may have in said real estate to the said Bller and Olsen Stone Company, Inc., the Grantee.

unimproved ( )
This is 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 Bller and Olsen Stone Company, Inc., its *(successors), 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 taxes for the year 1971 which are pro-rated and assumed by Grantee.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Bller and Olsen Stone Company, Inc., its *(successors), 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 Bller and Olsen Stone Company, Inc., by its duly authorized officers, *hereinafter referred to as trustors, hereby transfer and convey unto* John Duncan, *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 ins. interest *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 if not paid, 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 16TH *day of* February, *19* 71

X Katherine Hooper

X Roy H. Hooper

X Addie Mai Hooper

ELLER and OLSEN STONE COMPANY, INC. by:

X H. B. Duncan, Secty & Treas.

X

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, H. B. Duncan, *a Notary Public in and for said County and State,* Addie Mai Hooper, Roy H. Hooper and wife Rubye Jean Hooper

*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* 16TH *day of* February, *19*71.

H. B. Duncan
Notary Public

Commission expires 2-1-75.

D. DUNCAN NOTARY PUBLIC AT LARGE STATE

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, H. B. Duncan, *a Notary Public of the State and County aforesaid, personally appeared* J. C. Siegrist, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* Secretary & Treasurer *of the* **Iler and Olsen Stone Company, Inc.**, *the within named bargainor, a corporation, and that* he *as such* Secretary & Treasurer, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* him *self as* Secretary & Treasurer.

Witness my hand and seal, at office in **Nashville, Tennessee**
this 16th *day of* **February**, *19* **71**

H B Duncan .....*Notary Public*

Commission expires 2-1-75

FEB 17 71	CONV	75,000.00			
FEB 17 71	MORT'G	52,500.00			
FEB 17 71	S'TAX		A*	195.00	
FEB 17 71	S'TAX		A*	50.50	
FEB 17 71	PR'FEE		A*	.50	
FEB 17 71	W'DEED		A*	6.00	* 252.00

INSTALLMENT DEED

FROM

Addie Mai Hooper, et al

TO

Iler and Olsen Stone Company, Inc.

B 0 5 0 1 8

IDENTIF. REFERENCE

FEB 17 2 22 PM '71

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