This instrument was prepared by David G. Gray, 1133 Stahlman Bldg., Nashville, Tennessee 37201

Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mr. & Mrs. Bobby D. Ezell	SAME	Map. 30
(NAME:) Route 3	(NAME:)	Par. 33
(STREET ADDRESS OR ROUTE NUMBER) White's Creek Pike, Nashville, Tenn.	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	PW

FOR AND IN CONSIDERATION of the sum of Forty Five Thousand and no/100 *Dollars,*

of which Five Thousand and no/100 ($5,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder the buyers have assumed and agreed to pay to White's Creek Bank & Trust Company, the balance due in the amount of Fifteen Thousand Six Hundred Sixty Nine and 71/100 *Dollars,* ($15,669.71) under Deeds of Trust of record in Book 4468, page 89 and Book 4486, page 265, R.O.D.C. and for the remainder of Twenty Four Thousand Three Hundred Thirty and 29/100 ($24,330.29) ~~Dollars, the grantees~~ *have executed* their joint and several promissory note of even date herewith payable to the order of Ellis M. Linder and wife, Mary E. Linder, payable in equal monthly installments at the rate of Two Hundred Eighteen and 69/100 ($218.69) Dollars per installment, including principal and interest at the rate of 7% per annum, the first installment being due on the 1st day of August, 1971, and thereafter on the first day of each succeeding month until the full amount due has been paid

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, Ellis M. Linder and wife, Mary E. Linder,

have this day bargained and sold, and do hereby transfer and convey unto the said Bobby D. Ezell and wife, Shirley F. Ezell, their *(successors), heirs and assigns,*

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

Land in the 14th, formerly the 24th, Civil District of Davidson County, Tennessee, being part of the Old Garrison Lanier Farm, described according to a survey made by Lewis D. Justice, Surveyor, July 17, 1952, as follows: Beginning at a point in the center of the Whites Creek Pike at the southeast corner of a 1200 acre tract conveyed to Mrs. Delia Buck; thence with the eastern boundary line of said Buck property north 21° 30' east 165 feet to a stone, the northeast corner of said Buck property; thence with the northern boundary line of said Buck property north 50° 25' west 1,450 feet to an oak in the southern boundary line of the property conveyed to Burton; thence with Burton's line north 63° 30' east 132 feet, north 82° east 363 feet, north 56° east 231 feet, north 44° east 165 feet to a chestnut and blackwood, north 27° 30' west 478.5 feet to an oak, north 12° east 231 feet to a chestnut and south 89° east 430 feet to a stake; thence south 8° 05' west 114 feet to a stake; thence south 28° 15' east 269 feet to a stake; thence south 31° east 272 feet to a stake; thence south 33° 15' east 235 feet to a stake; thence south 39° 35' east 193 feet to a stake; thence south 37° 10' east 142 feet to a stake; thence south 31° 35' east 238 feet to a stake; thence south 39° 15' east 170 feet to a stake; thence south 50° east 262 feet to a stake; thence south 20° 25' west 777 feet to a stake; thence south 33° west 180 feet to the center of said Whites Creek Pike;

(cont. on back)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater for this transfer is $45,000.00

Affiant

Subscribed and sworn to before me, this the 1 day of June July 1971

My commission expires: 5/10/72 (Affix Seal)

Notary Public

thence with the center of said Pike north 51° 50' west 589 feet and north 69° 45' west 218 feet to the beginning, containing 53.13 acres, more or less.

Being the same property conveyed to Ellis M. Linder and wife, Mary E. Linder, by deed from J. W. Hobbs and wife, of record in Book 2089, page 309, said Register's Office.

Bobby D. Ezell and wife, Shirley F. Ezell, the grantees herein, will concurrently, with the execution of this installment deed, execute a Deed of Trust to White's Creek Bank and Trust Company to replace the Deeds of Trust herein assumed by them, and the grantors Ellis M. Linder and wife, Mary E. Linder, agree that the Vendors Lien retained herein and secured ty this instrument, shall be subordinate to the new Deed of Trust and shall be in an amount not exceeding $17,500.00, provided, however, that the Deeds of Trust assumed by the grantees shall be fully released.

unimproved (X)
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 Bobby D. Ezell and wife, Shirley F. Ezell, 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 for the mortgage hereinabove mentioned and for easements to cut and trim trees and to place anchors for telephone poles, of record in Book 756, page 142, R.O.D.C., reservation of family graveyard of record in Book 670, page 77, R.O.D.C., easement for right of way at White's Creek Pike lying within the boundaries and taxes for the year 1971, which have been prorated and assumed by the buyers.

We .....*further covenant and bind* ourselves, our .....*heirs and representatives, to warrant and forever defend the title to said real estate to said* Bobby D. Ezell and wife, Shirley F. Ezell, 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 Bobby D. Ezell and wife, Shirley F. Ezell .....
hereinafter referred to as trustors, hereby transfer and convey unto Ernest C. Matthews, III, *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.

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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.

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 30 *day of* June, *19* 71

Ellis M. Linder

Mary E. Linder

Bobby D. Ezell

Shirley F. Ezell

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Sue Ellen Burgess, *a Notary Public in and for said County and State,* Bobby D. Ezell and wife, Shirley F. Ezell

the within named bargainor, 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, Tenn., *Tennessee, this* 12 *day of* July, *19* 71

Sue Ellen Burgess
Notary Public

Commission expires 5/10/72

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STATE OF TEXAS }
COUNTY OF RUSK }

Personally appeared before me, Undersigned *a Notary Public in and for said County and State,* Ellis M. Linder and wife, Mary E. Linder

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 Henderson, Texas, *this* 26 *day of* June, *19* 71

Mary Duncan *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

INSTALLMENT DEED

FROM

ELLIS M. LINDER and wife,
MARY E. LINDER

TO

BOBBY D. EZELL and wife,
SHIRLEY F. EZELL

JUL-21	CONV	45,000.00			
JUL-21	MORT	24,330.29			
JUL-21	STAX		A*	117.00	
JUL-21	STAX		A*	22.30	
JUL-21	RECFEE		A*	.50	
JUL-21	RCORD		A*	8.00	* 147.80

B 2 1 4 2 4

IDENTIF. REFERENCE

Jul 2 11 22 AM '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