INSTALLMENT DEED

BOOK 4539 PAGE 44

For and in Consideration of the sum of EIGHT-THOUSAND, FIVE-HUNDRED AND NO/100 ($8,500.00)---------- Dollars, of which ONE-THOUSAND, SEVEN-HUNDRED, AND NO/100 ($1,700.00)------- Dollars, has been paid in cash by Dry Creek Construction Company, Inc. the receipt of which is hereby acknowledged, and for the remainder SIX-THOUSAND, EIGHT-HUNDRED AND NO/100 ($6,800.00)---------- Dollars, the said Dry Creek Construction Company, Inc, has this day executed its one promissory note in the principal sum of $6,800.00 payable to James M. Fischer, Jr., Trustee, in consecutive quarterly installments: the first eleven (11) installments being in the amount of $566.66 plus interest, interest being at the rate of 8½% per annum on the unpaid principal sum, and the final successive quarterly installment being due and payable on or before September 1, 1974, in the amount of $566.74 plus interest at the rate of 8½% per annum on the unpaid principal sum. The first installment payment on the principal sum plus interest shall become due and payable on or before December 1, 1971, and thereafter, said consecutive quarterly installment shall continue as aforesaid until said note is fully paid. Amounts paid will be credited first to interest accrued; the balance will be credited to the amount of unpaid principal sum.

all of said notes bearing 8½% per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, James M. Fischer, Jr., Trustee, with full power to sell, mortgage, or otherwise convey without the joinder or disclosure of any beneficiaries.

have this day bargained and sold, and do hereby transfer and convey unto the said Dry Creek Construction Company, Inc. heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in the Eighth Civil District of Davidson County, Tennessee, being a 5.61 acre tract according to a survey by L. C. Petty, Tennessee Registered Surveyor Number 55, dated July 7, 1971, and more fully described as follows:

Beginning at a point in the easterly margin of River Road; said point being 671 feet as measured along the easterly margin of River Road in a northerly direction from the northwest corner of property conveyed to Horace B. DeMoss, a single man, of record in Book 4359, Page 401, Register's Office for Davidson County, Tennessee; thence North 42 degrees 20 minutes West 208 feet in the easterly margin of River Road to a steel post; thence North 52 degrees 34 minutes East 331 feet to a steel post; thence South 82 degrees 14 minutes East 1051 feet to a steel post; thence South 82 degrees 14 minutes East 40 feet, more or less to the Cumberland River; thence South 6 degrees 35 minutes East 179 feet with the meanders of the Cumberland River to a point; thence North 82 degrees 3 minutes West 48 feet, more or less, to a steel post; thence North 82 degrees 3 minutes West 975 feet to a steel post; thence South 51 degrees 14 minutes West 272 feet to the point of beginning.

Being part of the same property conveyed to James M. Fischer, Jr., Trustee, with full power to mortgage, sell, convey and otherwise dispose of said real property without joinder of any beneficiary, by deed from J. C. Dale, Trustee of record in Book 4457, Page 175, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to the following restrictions and *

This is unimproved (X) improved ( ) property, know as _____ (House Number) River Rd. (Street) Nashville, Tennessee P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Dry Creek Construction company, Inc. heirs and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

I further covenant and bind myself and my heirs and representatives, to warrant and forever defend the title to said real estate to said Dry Creek Construction Company, Inc. its 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 notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to me in hand paid, it, the said Dry Creek Construction Company, Inc.

do hereby transfer and convey unto Tom G. Coleman, 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.

it, the said Dry Creek Construction Company, Inc.

do hereby 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 at least the sum of $insurable interest until the notes herein secured are 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 notes, as his interst may appear.

it 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 it fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, 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 from the date of such payment.

Now, if it, the said Dry Creek Construction Company, Inc. shall pay the notes aforesaid when due, according to their 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 it fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; it fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, 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 notes, or any of said notes then past due and unpaid, all remaining unpaid notes 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. it agree, that the Trustee may, at any time after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. it 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 all unpaid notes 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 borrowers representatives or assigns.

*easements:

1. No trailer or mobile home shall be maintained on the within described property unless placed within 250 feet of the banks of the Cumberland River.

2. No inoperative or junk vehicles shall be kept or maintained in the within described property.

3. There shall be no swine maintained on the within described property for commercial purposes.

4. A perpetual easement and right to flood premises or such parts thereof as may be necessary---as a result of operation of the Cheatham Lock and Dam Project on the Cumberland River with all other and additional rights as are fully set out in "Deed of Flowage Easement" from W. L. Sadler, etal, to United States of America, of record in Book 2143, Page 285, Register's Office for Davidson County, Tennessee.

These restrictions are to run for a period of twenty (20) years from date of deed. These restrictions may be modified by a vote of 75% of the property owners affected.

SEP22F	CONV	*8,500.00				
SEP22F	MORT'G	*6,800.00				
SEP22F	S'TAX		A*	22.10		
SEP22F	S'TAX		A*	4.80		
SEP22F	PB'FEE		A*	.50		
SEP22F	W'DEED		A*	10.00	*	37.40

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 notes, or, if more than one, then of the first-maturing unpaid 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 Tom G. Coleman, 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.

IN WITNESS WHEREOF, we, the said James M. Fischer, Jr., Trustee and Dry Creek Construction Company, Inc. hereunto set our hands at Nashville, Tennessee, this the 3rd day of Sept. 19 71

James M. Fischer, Jr.

DRY CREEK CONSTRUCTION COMPANY, INC.

By: Guy Bigham, President

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Jim Stevens, a Notary Public in and for said County and State, the within named James M. Fischer, Jr., Trustee

the 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 3rd day of September, 19 71

My Commission Expires Nov. 20, 1972

Commission Expires

Jim Stevens, Notary Public.

STATE OF

County.

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named

the 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

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Before me, Jim Stevens, a Notary Public of the State and County aforesaid, personally appeared Guy Bigham, I

with whom I personally acquainted, and who, upon oath, acknowledged him self to be President of the Dry Creek Construction Company, Inc.,

the within named bargainor, a corporation, and that he as such President 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 President

Witness my hand and seal, at office in Nashville, Tennessee this 3rd day of Sept., 19 71

Jim Stevens, Notary Public.

Commission expires My Commission Expires Nov. 20, 1972

(over for additional acknowledgements)

INSTALLMENT DEED

FROM James M. Fischer, Jr., Trustee

TO Dry Creek Construction Company, Inc.

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

B 31507

IDENTIF. REFERENCE

SEP 22 2 42 PM '71

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Dry Creek Construction Company, Inc. (NAME)	New Owner (NAME)	Map 78
1085 Lone Oak (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville Tenn. (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

TOM G. COLEMAN, JR.
Attorney at Law
1720 Parkway Towers
Nashville, Tennessee 37219

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

$ 8,500.00 James M. Fischer, Jr. Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 3rd DAY OF Sept. 1971

Notary Public

MY COMMISSION EXPIRES: My Commission Expires Nov. 20, 1972

(AFFIX SEAL)