THIS INSTRUMENT PREPARED BY:
DOBSON AND JOHNSON, INC.
11th FLOOR J. C. BRADFORD BLDG
NASHVILLE, TENNESSEE 37219

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
H. Eugene Martin	same - MARK "PERSONAL"	Map 39
% HOLIDAY INN (NAME) NORTH	(NAME)	Par. 150
TRINITY LANE (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS) BOOK 4546 PAGE 303	Pid
NASHVILLE, TENN. (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	Map 30 Pac. 79 Pid

FOR AND IN CONSIDERATION of the sum of $169,500.00----------

----ONE HUNDRED SIXTY NINE THOUSAND FIVE HUNDRED AND NO/100------ *Dollars,*

of which $25,000.00----------

---TWENTY FIVE THOUSAND AND NO/100----------*Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder $144,500.00----------

---ONE HUNDRED FORTY FOUR THOUSAND FIVE HUNDRED AND NO/100--------*Dollars,*

we, H. Eugene Martin and wife, Virginia C. Martin,

have executed

our joint promissory notes as follows: one note in the principal amount of SEVENTEEN THOUSAND THREE HUNDRED SEVENTY FIVE AND NO/100 DOLLARS ($17,375.00) non-interest bearing payable on or before November 15, 1971, and one note in the principal amount of ONE HUNDRED TWENTY SEVEN THOUSAND ONE HUNDRED TWENTY FIVE AND NO/100 DOLLARS ($127,125.00) payable in quarterly payments for twenty (20) years from date with seven per cent (7%) simple interest.

Lot release privilege is retained, not to exceed 50% of the existing road frontage. The remaining 50% of the retained road frontage to be contiguous and includes the frontage in front of the homestead.

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, Clyde L. Owens and wife, Ona A. Owens,

have this day bargained and sold, and do hereby transfer and convey unto the said

H. Eugene Martin and wife, Virginia C. Martin,

their ~~heirs~~, *heirs and assigns,*

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

See attached sheets.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 169,500.00

Affiant

Subscribed and sworn to before me, this the 15th day of October 19 71

Notary Public

My commission expires: 8/9/72
(Affix Seal)

This is { unimproved ( ) / 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 H. Eugene Martin and wife, Virginia C. Martin, 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.*

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* H. Eugene Martin and wife, Virginia C. Martin, 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 H. Eugene Martin and wife, Virginia C. Martin, *hereinafter referred to as trustors, hereby transfer and convey unto* Albert W. Johnson, *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 $ value, *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

Land in the 14th (formerly the 24th) Civil District of Davidson County, Tennessee, according to a survey and plan thereof made July 14th, 1919, for W. S. Whiteman by Boone Denton, Surveyor, as follows:
Beginning in the center of the White's Creek Pike, Gilliam's corner, and being the northwest corner of the whole tract of land; thence with the center of said pike south 58° E. 11.2 poles, south 48° E. 6 poles S. 43 ° E. 24 poles, south 40° E. 26.4 poles, south 39° E. 24.4 poles, south 45°E. 33.2 poles, south 44° East 14 poles, South 37° E. 24 poles, south 40° E. 24 poles, south 38° E. 24 poles, to the southwest corner of a tract of land conveyed to Weaver and Harris, Executors, by deed of record in book No. 66, page 603, Register's Office, of Davidson County, Tenn.; thence with the line of said tract north 59° E. 59 poles to a gate, continuing the said line south 87° East 5.6 poles S. 10° E. 70 poles to a hickory in the North line of W. L. Earthman's land, a plan of which is of record in book No. 29, page 16, said Register's Office; thence with his line south 82° W. 49 1/2 poles to the center of said Pike, continuing with his line south 63° West 159.2 poles, crossing Earthman's Fork of White's Creek to the southwest corner of the whole tract; thence north 2° E. 62 poles; thence N. 88° West 6 1/2 poles; thence N. 9° E. 20 poles; thence N. 3° E. 28 poles; thence North 33° West 7 poles; thence N. 4° West 11 poles; thence North 88° West 26 poles, thence North 2° East 27 poles to a beech: thence north 88° West 20 1/2 poles: thence north 2° East with Gilliam's line 70 poles to said Creek; thence North 50° West 22 poles to Gilliam's inner corner; thence with his line north 42° East 52 poles to the beginning, containing 174.55 Acres, according to the above mentioned survey.
Being part of the same property conveyed to Clyde L. Owens and wife, Ona A. Owens by deed from Ernest H. Williams and wife, Louise W. Williams as of record in book 1323, page 8, Register's Office for Davidson County, Tennessee.
Excluded therefrom are the following parcels:

PARCEL A: Land in the 14th, formerly the 24th Civil District of Davidson County, Tennessee, being Lot Number 4, on the Subdivision of part of the Clyde L. Owens tract, not of record, described according to a survey made by Cantrell, Connell and Morrison, Engrs., July 1952, as follows:
Beginning at a point on the Easterly margin of White's Creek Pike 486.5 feet Southerly from the S. W. corner of the Larry Capps property, said point also being the S. W. corner of Lot No. 3 on said plan; thence with the line between said Lots numbers 3 and 4 Eastwardly 250 feet to the Southeast corner of said Lot No. 3; thence S. 18° 02' East 220 feet to the N. E. corner of Lot No. 5 on the said Plan; thence with the line between said Lots numbers 4 and 5, westwardly 250 feet to the Easterly margin of said Pike; thence with the easterly margin of said Pike northwardly 220 feet to the beginning.
Being the same property conveyed to C. L. Wheeler, Jr., and wife, Helen S. Wheeler by deed from Clyde L. Owens and wife, Ona A. Owens of record in book 2106, page 289, Register's Office for Davidson County, Tennessee.

PARCEL B: Two tracts of land in the 14th, formerly the 24th, Civil District of Davidson County, Tennessee, as follows:
TRACT NO.1: Described according to a survey made by Cantrell, Connell. and Morrison, Engineers, July 1952, as follows:
Beginning at an iron pin on the southern boundary line of the Capps property, said point being 291.9 feet eastwardly from the easterly margin of White's Creek Pike; thence with southern boundary line of said Capps' property north 58° 57' east 434 feet to a walnut tree; thence north 73° 16' east 208.3 feet to a cherry stump; thence south 10° 11' east 1154.2 feet to a point in the northern boundary line of the Billis' property at a twelve inch hickory; thence with the said Billis' northern boundary line south 82° 42' west 510 feet to an iron pin; thence north 18° 02' west 964.8 feet to the beginning, containing 14.06 acres.

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RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

TRACT 2: Being lots Nos. 1, 2 and 3 on the plan of a subdivision of part of the Clyde L. Owens Tract, not of record, described according to a survey made by Cantrell, Connel and Morrison, Engineers, July 1952, as follows:
Beginning at an iron pin on the easterly margin of White's Creek Pike at the Southwest corner of the property conveyed to Capps; thence with the easterly margin of said White's Creek Pike southeastwardly 486.5 feet to the southwest corner of lot No. 4 of said subdivision; thence with the line between lots Nos. 3 and 4 northeastwardly 250 feet; thence north 18° 02' west 548.8 feet to an iron pin in the southern boundary line of said Capps' property; thence with the said southern boundary line of Capps' property South 58° 57' west 291.9 feet to the beginning
Being the same property conveyed to Gus M. Capps by deed from Clyde L. Owens and wife, Ona A. Owens of record in book 2134, page 313, Register's Office for Davidson County, Tennessee.

PARCEL C: Land in the 14th, formerly the 24th, Civil District of Davidson County, Tennessee, being lot No. 5 on the plan of the subdivision of part of the Clyde L. Owens Tract, not of record, described according to a survey made by Cantrell, Connell and Morrison, Engineers, July, 1952, as follows:
Beginning at a point on the easterly margin of White's Creek Pike, 706.5 feet southerly from the southwest corner of the Larry F. Capps' property, said point also being the southwest corner of lot No. 4 on said plan conveyed to C. L. Wheeler, Jr., and wife by deed from Clyde L. Owens and wife, of record in book 2106, page 289, Register's Office for said County; thence with the easterly margin of said Pike, southwardly 150 feet; thence north 82° 24' east 254.20 feet to the southwest corner of a 14.06 acre tract of land shown on said survey, conveyed to Gus M. Capps by deed from Clyde L. Owens and wife, of record in book 2134, page 313, said Register's Office, thence with the western boundary line of said Capps' property, north 18° 02' west 196 feet to the southeast corner of said lot No. 4 owned by Wheeler; thence with the line between said lots Nos. 4 and 5, westwardly 250 feet to the beginning.
Being the same property conveyed to Felicia H. Dutton by deed from Clyde L. Owens and wife, Ona A. Owens recorded in book 2245, page 128, Register's Office for Davidson County, Tennessee.

PARCEL D:
Being a tract of land in the 14th Civil District of Davidson County, Tennessee, lying in the northeast corner of the Owens farm, and described as follows:
Beginning at an iron pin in the westerly margin of White's Creek pike, said pin being the common corner of Owens and Gilliam lands; thence with the westerly margin of White's Creek Pike south 57°-30' east 168.7 feet to an iron pin; thence south 42°-55'west 371.6 feet to an iron pin; thence north 53°-20' west 164.9 feet to an iron pin in the easterly line of Gilliam; thence with this line north 42° east 362.2 feet to the point of beginning, containing 1.4 acres more or less, according to a survey by Cantrell, Connell and Morrison, Engineers, dated March 6, 1954.
Being the same property conveyed to King Stubblefield and wife, Laura Stubblefield of record in book 2272, page 594, Register's Office for Davidson County, Tennessee.

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 15th *day of* October, *19* 71

X Clyde L. Owens
Clyde L. Owens

X Ona A Owens
Ona A. Owens

X H. Eugene Martin
H. Eugene Martin

X Virginia C. Martin
Virginia C. Martin

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Beverly Jo Womble, *a Notary Public in and for said County and State,* Clyde L. Owens and wife, Ona A. Owens and H. Eugene Martin and wife, Virginia C. Martin, *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* 15th *day of* October, *19* 71.

Beverly Jo Womble *Notary Public*

Commission expires 8/9/72

NOTARY PUBLIC DAVIDSON COUNTY

STATE OF.....
COUNTY OF.....

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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, ..., 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.....

OCT 20 71	CONV	90,000.00			
OCT 20 71	CONV	79,500.00			
OCT 20 71	MORT'G	90,000.00			
OCT 20 71	MORT'G	54,500.00			
OCT 20 71	S'TAX		A*	440.70	
OCT 20 71	S'TAX		A*	142.50	
OCT 20 71	PR'FEE		A*	.50	
OCT 20 71	W'DEED		A*	12.00	* 595.70

INSTALLMENT DEED

FROM Clyde L. Owens, et ux

TO H. Eugene Martin, et ux

B 34842

IDENTIF. REFERENCE

OCT 20 10 29 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

son & Johnson, Inc.