Prepared by: O. B. Hofstetter, Jr.
Carver Trust Bldg.
Nashville, Tenn.

Installment Deed

BOOK 1559 PAGE 885

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Russell Homebuilders	Same	
(NAME:) 4420 Lone Oak Road	(NAME:)	7D-37680 and
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tenn. 37215	(STREET ADDRESS)	7D-37675
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of TEN AND 00/100 (10.00) ---------- *Dollars,*

of which One Hundred Ten Thousand Five Hundred and 00/100 (110,500.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder of Three Hundred Thirty-one Thousand Five Hundred and 00/100 (331,500.00)---------- *Dollars,*

W. P. Russell, Sr. and W. P. Russell, Jr., Partners doing business as Russell Homebuilders, *have executed* their promissory note of even date herewith payable to order of Charles M. Anderson in four equal annual installments, together with interest at the rate of 6 per cent per annum, payable semi-annually. Interest shall begin to run on January 1, 1972, and first of said annual payments shall be due on December 31, 1972;

DEC-9[illegible] CONV * [illegible] 442,000.00
DEC-9[illegible] MORTG * [illegible] 331,500.00
DEC-9[illegible] S'TAX A*1,149.20
DEC-9[illegible] S'TAX A* 329.50
DEC-9[illegible] PRTEE A* .50
DEC-9[illegible] MDEED A* 6.00 * 1,485.20

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, CHARLES M. ANDERSON and wife, VANCE W. ANDERSON, and O. B. HOFSTETTER, JR., TRUSTEE,

have this day bargained and sold, and do hereby transfer and convey unto the said W. P. RUSSELL, SR. and W. P. RUSSELL, JR., partners, doing business as RUSSELL HOMEBUILDERS, their and Williamson *(successors), heirs and assigns,*

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

Said tract lies partially within the Seventh Civil District, Davidson County, Tennessee, partially in the Seventh Civil District, Williamson County, Tennessee, and is bound in general on the north by the Old Hickory Boulevard, on the east by Tupper, on the south by Little Harpeth River and on the west by Noel Drive and Wildwood Valley Subdivision. BEGINNING in the center of Old Hickory Boulevard at the northwest corner of Tupper; thence with said center line north 83° 16' west, 728.3 feet; thence with a curve to the right of radius 1262.69 feet for a length of 406.2 feet; thence north 67° 01' west, 928.1 feet; thence with a curve to the left of a radius 1116.28 for a length of 430 feet; thence north 88° 53' west, 137.6 feet to the east margin of Noel Drive; thence with said east margin south 1° 07' west, 50 feet to a point; thence a curve to the right of radius 53.14 feet for a length of 75.50 feet; thence south 4° 36' west, 201 feet and south 1° 07' east 405 feet; thence leaving Noel Drive south 88° 33' east, 30 feet and with a curve to the right of radius 777 for a length of 199.6 feet; thence with the east margin of Wildwood Valley Estate south 4° 35' east, 561.15 feet and south 9° 45' west, 965.55 feet to the center of Little Harpeth River; thence with said center line south 57° 45' east, 185 feet, south 51° 10' east, 122 feet,

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 442,000.00

Subscribed and sworn to before me, this the 9th day of December, 1971

W. P. Russell Sr.
Affiant

My commission expires: 11-13-73 (Affix Seal)

Eunice Miller
Notary Public

south 60° 05' east, 222 feet north 71° 35' east 235 feet and north 82° 15' east, 259 feet north 62° 15' east, 650 feet south 27° east, 500 feet, southeasterly 178 feet, more or less, north 72° 15' east, 382 feet and south 69° 30' east, 240 feet to Tupper's southwest corner; thence with his west line north 1° 49' east, 2100.6 feet to the point of beginning, and containing 114.1 acres, more or less.

INCLUDED in the above description, but EXCLUDED therefrom, is a tract or parcel of land, part of which is located in the 7th Civil District of Davidson County, Tennessee, and the remainder of which is located in the 7th Civil District of Williamson County, Tennessee, being more particularly described as follows:

BEGINNING at a point in the center line of Old Hickory Boulevard, said point being 826.68 feet west of the west property line of Margaret W. Tupper property as measured along said center line; thence south 1° 25' 31" west, 852.06 feet to a point which is north 85° 29' 08" west, 780.05 feet from said west boundary of said Tupper property; thence north 78° 10' west, 260.00 feet to a point; thence north 1° 25' 31" east, 870.36 feet to a point in said center line of Old Hickory Boulevard; thence easterly, 264.30 feet with said center line of Old Hickory Boulevard and a curve to the left having a radius of 1,432.4 feet to the point of beginning, containing 5.03 acres, more or less.

Being part of property conveyed to Charles M. Anderson and wife, Catherine Noel Anderson, by Anna Sawyer, by deed dated June 7, 1948, of record in Book 1628, page 175, D. C., and Book 89, page 487, W. C.; from John Jeffords and wife, by deed dated July 26, 1954, of record in Book 2293, page 307, D. C., and Book 100, page 16, W. C. (Anderson et ux conveyed 3-acre tract with full powers to transfer and convey, to Hofstetter, Trustee, of record in Book 3967, page 901, D.C.), and the said Catherine Noel Anderson has since died.

Included herein, but excluded herefrom, is a cemetery plot, together with rights of ingress and egress thereto.

This is unimproved (X) improved ( ) property, known as Old Hickory Boulevard, Brentwood, Tennessee
(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 Grantees, 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.*

Sellers agree to release 20 one-acre lots following the down payment and each annual installment payment. Additional one-acre lots, and not more than five 1-1/4 acre lots, shall be released upon payment of $4,500.00, and lots not exceeding 2-1/4 acres upon payment of $8,500.00, such prepayment to be applied on the next annual installment.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Grantees, 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 W. P. Russell, Sr. and W. P. Russell, Jr., partners, doing business as Russell Homebuilders, *hereinafter referred to as trustors, hereby transfer and convey unto* Eunice W. Miller, *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 $*insurable 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

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.

BOOK 1559 PAGE 887

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 9th *day of* December, *19*71

B 40779

IDENTIF. REFERENCE

Dec 9 12 37 PM '71

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Charles M. Anderson

Vance W. Anderson

O. B. Hofstetter, Jr., Trustee

W. P. Russell, Sr.
Partner

W. P. Russell, Jr.
Partner

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Eunice Miller, *a Notary Public in and for said County and State,* Charles M. Anderson, Vance W. Anderson, O. B. Hofstetter, Jr., Trustee, W. P. Russell, Sr. and W. P. Russell, Jr.,

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* 9th *day of* December, *19*71

Eunice Miller *Notary Public*

Commission expires Nov. 13, 1973

(2)