Installment Deed

BOOK 4561 PAGE 334

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Donelson Development Company Inc (NAME:)	SAME (NAME:)	Map 95-4
2517 Lebanon Rd. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Pdc. 8
Nashville Tenn 37214 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	pw

FOR AND IN CONSIDERATION of the sum of FORTY-SIX THOUSAND EIGHT HUNDRED AND NO/100 ($46,800.00)---------- *Dollars,*

of which THIRTEEN THOUSAND FIVE HUNDRED SEVENTY-TWO AND NO/100---------- ($13,572.00)---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder THIRTY-THREE THOUSAND TWO HUNDRED TWENTY-EIGHT AND NO/100 ($33,228.00)---------- *Dollars,*

Donelson Development Company, Inc. has executed an installment deed note of even date in the principal amount of THIRTY-THREE THOUSAND TWO HUNDRED TWENTY-EIGHT AND NO/100 ($33,228.00) DOLLARS, plus interest at the rate of 5% per annum on the unpaid principal balance, payable to the order of Leonard Ridley Keeling, Clemmie Keeling, Mary Virginia Simpkins and Margaret Morgan Cole, on or before January 7, 1972.

This Instrument Was Prepared By
Dewey W. Pedigo
Of The Law Firm Pedigo & Sandon
Stahlman Building: Nashville, Tennessee

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, Leonard Ridley Keeling, Clemmie Keeling, Mary Virginia Simpkins and Margaret Morgan Cole,

have this day bargained and sold, and do hereby transfer and convey unto the said Donelson Development Company, Inc., a Tennessee Corporation, its successors ~~and~~ and assigns,

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

A tract of land in the 3rd, formerly the 2nd, Civil District of Davidson County, Tennessee, being part of the Old McGavock Farm, described according to a survey made by Z. J. Wilkinson, Surveyor, February 9, 1954, as follows:

Beginning at a point in the center of the Lebanon Pike 209.9 feet easterly from the intersection of the center line of said Lebanon Pike and the center of McGavock Pike, said point being the southeast corner of the property conveyed to Jessie E. Wilson; thence with the eastern boundary line of said Wilson property north 9° 45' west 451 feet to an iron pin in the southern boundary line of the property conveyed to Aline H. Neal, of record in Book 660, page 421, Register's Office for said County, said point being 94.4 feet easterly from the center of said McGavock Pike; thence with the southern boundary line of said Neal property north 80° 45' east 303.5 feet to the northwest corner of the property conveyed to John W. Evans, Jr. et al, by W. A. Beasley, Jr. and wife, by deed of record in Book 2298, page 111, said Register's Office; thence with Evans' western boundary line south 11° east 435 feet to the center of said Lebanon Pike; thence with the center of said Pike south 78° 30' west 312 feet to the beginning, containing 3.12 acres, more or less.

(Continued)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 16,800

Subscribed and sworn to before me, this the 14th day of December, 1971

My commission expires: December 9, 1973

(Affix Seal)

Donelson Development Co. Inc
By [illegible]

Notary Public

Being the same property owned by Mary Alice Whitworth at the time of her death, and by will of the said Mary Alice Whitworth of record in Will Book 43, page 324, County Court Clerk's Office for Davidson County, Tennessee, the said Mary Alice Whitworth devised a life estate in said property to Edgar P. Keeling, with the remainder interest to the children of Edgar P. Keeling.

We, Leonard Ridley Keeling, Clemmie Keeling, Mary Virginia Simpkins and Margaret Morgan Cole, expressly covenant with the Donelson Development Company, Inc. that we are presently vested with a one-fourth interest each in the demised premises, subject alone to a life interest therein of our father, Edgar P. Keeling, and subject to a diminution of our interest. We expressly covenant that in the event our interest in the above described property should be diminished, we will acquire the interest or interests of such person or persons in the demised premises so as to enable us to comply with our covenant to convey the demised premises to Donelson Development Company, Inc., or its assigns, in fee simple, subject to the life estate of our father, Edgar P. Keeling; and we do further expressly waive the application of any Statute of Limitation which could render ineffective the covenant herein made at any time a contingency should occur respecting the intent to save Donelson Development Company, Inc., or its assigns, harmless from any loss at any time in the future.

I, Edgar P. Keeling, join in this instrument for the purpose of acknowledging that I am the life tenant in said property but have leased the same to Donelson Development Company, Inc., by lease of record in Book 2362, page 93, Book 2366, page 582, and Book 3065, page 57, Register's Office for Davidson County, Tennessee, and I further acknowledge in the execution of this instrument that the monthly rental of said lease is on a current basis and I waive any right in said property as security for the payment of said rent during the balance of my lifetime, as I have this date accepted other security for the future payment of said rental.

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 Donelson Development Company, Inc., its successors ~~and~~ (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 a life estate belonging to Edgar P. Keeling.

DEC15	CONV	46,800.00			
DEC15	MORT'G	33,228.00			
DEC15	S'TAX		A*	121.68	
DEC15	S'TAX		A*	31.20	
DEC15	PN'FEE		A*	.50	
DEC15	W'DEED		A*	8.00	* 161.38

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Donelson Development 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 Donelson Development Company, Inc., a Tennessee Corporation, *hereinafter referred to as trustors, hereby transfer and convey unto* Dewey W. Pedigo, *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.

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 8 *day of* December, *19* 71

DONELSON DEVELOPMENT COMPANY, INC.

BY: R. L. Freeman Pres.
R. L. Freeman, Jr.

× Leonard Ridley Keeling
× C. Dunnie Kubin
× Mary Virginia Simpkins
× Margaret Morgan Cole
Edgar P. Kellogg

STATE OF TENNESSEE
COUNTY OF DAVIDSON
Georgia
DeKalb

Personally appeared before me, Margaret Morgan Cole, *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 Decatur, Ga *this* 8th *day of* December, *19* 71

J A Carter *Notary Public*

NOTARY PUBLIC GEORGIA, STATE AT LARGE

Commission expires 10/23/75

BOOK 4561 PAGE 337

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, Howell D. Woods, a Notary Public in and for said County and State, Clemmie Keeling the within named bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville Tenn this 12 day of December, 1971.

Howell D. Woods Notary Public

My Commission Expires July 29, 1975

STATE OF TENN.
COUNTY OF DAVIDSON

Personally appeared before me, HARRY G. HEMMERLY, a Notary Public in and for said County and State, the within named LEONARD RIPLEY KEELING, MARY VIRGINIA SIMPKINS, EDGAR P. KEELING

the bargainors, 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 this 12th day of DEC, 1971

Commission Expires May 7, 1974 Harry G. Hemmerly Notary Public

the corporation by ...self as...

STATE OF TENNESSEE
Davidson County

Before me, John H Nash III, a Notary Public within and for the State and County aforesaid, personally appeared R L. Freeman and J.R. Freeman with whom I am personally acquainted and who upon (their several oaths) acknowledged (themselves) to be the President and Secretary respectively of the Donelson Development Company, Inc. the within named bargainor, a corporation, and that (he) (they) as such President and Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said R L. Freeman as such President, and attesting the same by the said J.R. Freeman as such Secretary

Witness my hand and official seal at office at Nashville, Tennessee on this the 13 day of December, 1971

My commission expires May 12, 1975 John H Nash III Notary Public

INSTALLMENT DEED

FROM

LEONARD RIDLEY KEELING, ET AL

TO

DONELSON DEVELOPMENT COMPANY, INC., A TENNESSEE CORPORATION

B 4 1 4 4 9

IDENTIF. REFERENCE

DEC 15 9 05 AM '71

FELIX ... REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

GUARANTY TITLE
Office of
CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

PEDIGO & SAINDON