Installment Deed

BOOK 4589 PAGE 108

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
I. R. Schulman, Trustee	I. R. Schulman, Trustee	
(NAME) American Trust Bldg.	(NAME) American Trust Bldg.	Map 128
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee 37201	(STREET ADDRESS) Nashville, Tennessee 37201	parcel 13
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	SH

mail to

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED THIRTY ONE THOUSAND THREE HUNDRED NINETY TWO AND 50/100 ($131,392.50)----------*Dollars,* *of which* TWENTY SIX THOUSAND TWO HUNDRED SEVENTY EIGHT AND 50/100 ($26,278.50)----------*Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* ONE HUNDRED FIVE THOUSAND ONE HUNDRED FOURTEEN AND NO/100 ($105,114.00)----------*Dollars,* I. R. Schulman, Trustee, *has executed* his promissory note of even date herewith payable to the order of Annie Frost Horn, payable in annual installments as follows: On the 31st day of March, 1974, the sum of Twenty One Thousand Twenty Two and 80/100 ($21,022.80) Dollars, and thereafter four (4) annual installments each for a like amount on the 31st day of March of each succeeding year, 1975, 1976, 1977 and 1978, respectively, with interest on the unpaid balance at the rate of six (6%) per cent per annum due annually on the 31st day of March of each year,

This Instrument Prepared By
Schulman, McCarley, Hollins and Pride
900 American Trust 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, I. ANNIE FROST HORN, a widow,

have this day bargained and sold, and do hereby transfer and convey unto the said I. R. SCHULMAN, TRUSTEE, with full power to sell, transfer, convey and encumber, without the joinder of any beneficiary, his *(successors), and assigns,*

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

A tract of land in the Ninth Civil District of Davidson County, Tennessee, that is more fully described as follows:

Beginning at an iron pin by Turner Engineering Company, Inc., in the southwest corner of the herein described tract and in the northerly margin of a frontage road (George E. Horn Road), said iron pin being 220 feet northerly of and opposite a point in the centerline of Interstate Highway 40, that is 2494.99 feet north 60° 01' 54" East of the centerline intersection of Interstate Highway 40 and U. S. Highway 70-S and proceeding as follows: Leaving the northerly margin of the frontage road (George E. Horn Road), North 6° 05' 26" East a distance of 1211.88 feet to a corner stone; thence North 23° 33' 04" West a distance of 2181.82 feet to a Hickory tree; thence North 63° 33' 39" West a distance of 1421.60 feet to a 30 inch dead tree in a fence corner; North 28° 26' 21" East a distance of 66.00 feet to an iron pin by Turner Engineering Company, Inc.; thence South 73° 37' 11" East a distance of 468.79 feet to an iron pin by Turner Engineering Company, Inc., in a stone pile; thence South 77° 32' 37" East a distance of 710.42 feet to a pipe in tree trunk; thence South 74° 37' 51"

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 131,392.50

Subscribed and sworn to before me this 31 day of March, 1972

Affiant

My commission expires ~~Dec. 22, 1975~~

Notary Public

East a distance of 630.04 feet to an iron pin by Turner Engineering Company, Inc.; thence North 83° 21' 33" East a distance of 528.00 feet to a 1 inch steel rod; thence South 21° 48' 15" East a distance of 1882.70 feet to an iron pin by Turner Engineering Company, Inc.; thence South 5° 05' 56" West a distance of 197.81 feet to a 15 inch dead tree; thence South 85° 26' 38" East a distance of 98.62 feet to an iron pin by Turner Engineering Company, Inc.; thence South 22° 05' 11" East a distance of 815.77 feet to an iron pin, by Turner Engineering Company, Inc., in the southeast corner of the herein described tract and the northerly margin of a frontage road (George E. Horn Road); thence with the northerly margin of the frontage road with a 4554.65 foot radius curve to the right a distance of 173.24 feet to a concrete marker (Tennessee Highway Department); thence continuing South 60° 01 54" West a distance of 1418.10 feet to the point of beginning and containing 87.595 acres, more or less, as per survey by Turner Engineering Company, dated February 22, 1972.

Being part of the property conveyed to G. E. Horn and wife, Annie Frost Horn, by deed from Charles S. Henderson and wife, of record in book 1218, page 313, Register's Office for said County, the said G. E. Horn has since died.

The Grantor herein or the owner and holder of the note secured hereby, agrees to release from the lien of this installment deed, such lands as the Grantee or owner of said lands shall request, at his option, upon payment of the sum of One Thousand Five Hundred and No/100 ($1,500.00) Dollars per acre, except that the twenty (20) acres fronting on George E. Jones Road (to a depth necessary to comprise twenty (20) acres) shall be released upon payment of the sum of Three Thousand and No/100 ($3,000.00) Dollars per acre with a minimum acreage of one (1) acre to be released each time and provided further that such releases shall be made contiguous to other lands so released and access is provided to the remaining lands. If developed as single family lots, releases will be granted in accordance with agreement of the parties dated the 12th day of January, 1972, which is incorporated herein by reference.

unimproved (X)
This is improved ( ) property, known as George E. Horn Road, Bellevue, 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 I, R. SCHULMAN, TRUSTEE, with full power to sell, transfer, convey and encumber, without the joinder of any beneficiary, his *(successors), 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.*, except by easement for 18 foot road as set out in the Decree of the Chancery Court at Nashville in Minute Book 146, page 395, and taxes for the year 1972, which have been prorated and assumed by the Grantee.

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* I. R. Schulman, Trustee, his *(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 I. R. Schulman, Trustee *hereinafter referred to as trustors, hereby transfer and convey unto* W. Allen Bryan, 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.

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 31st day of March, *1972*

Annie Frost Horn
ANNIE FROST HORN

I. R. Schulman Trustee
I. R. SCHULMAN, TRUSTEE

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, W. Allen Bryan III, *a Notary Public in and for said County and State,* Annie Frost Horn, a widow,

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, *Tennessee, this* 31 *day of* March, *19* 72

W. Allen Bryan III
Notary Public

Commission expires.

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STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, W. Allen Bryan III, *a Notary Public in and for said County and State,* I. R. Schulman, Trustee

the within named 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* 31st *day of* March, *19* 72

My Commission Expires Oct. 22, 1975

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.....

APR-3 72	CONV	90,000.00			
APR-3 72	CONV	41,392.50			
APR-3 72	MORT'G	90,000.00			
APR-3 72	MORT'G	15,114.00			
APR-3 72	S'TAX		A*	341.64	
APR-3 72	S'TAX		A*	103.10	
APR-3 72	PR'FEE		A*	.50	
APR-3 72	WDEED		A*	8.00	* 453.24

INSTALLMENT DEED

FROM

Annie Frost Horn, a widow

TO

I. R. Schulman, Trustee

B 54252

IDENTIF. REFERENCE

APR 3 9 22 AM '72

FELIX Z. ... REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

GUARANTY TITLE

Office of

CHICAGO TITLE INSURANCE COMPANY

American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE