This instrument prepared by:
Don L. Smith, Attorney
4th Floor, American Trust Bldg
Nashville, Tennessee 37201

Installment Deed

BOOK 4590 PAGE 791

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Robert L. Freeman, Trustee	Harvey Freeman & Sons	
(NAME) 2517 Kingston Rd	(NAME) Same	Map 52-1 Par 134
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tenn 37204	(STREET ADDRESS) Same	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of 97/100 ($831,473.97) - Eight Hundred Thirty-one Thousand FOUR Hundred Seventy-three / *Dollars,*

of which Fifty-nine Thousand Five Hundred Ten and No/100 ($59,510.00) - - -

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, CARSON C. DRIVER, JR., and Wife, DORIS B. DRIVER,

have this day bargained and sold, and do hereby transfer and convey unto the said ROBERT L. FREEMAN, TRUSTEE, with full power to sell, mortgage or convey without joinder of any beneficiaries, his *(successors), heirs and assigns,*

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

LAND in the 11th Civil District of Davidson County, Tennessee, being described according to a survey dated April 3rd, 1972, by Don Shanklin Engineers, as follows:

BEGINNING at an iron pin in the west margin of Forrest Park Road, the same being 790 feet northerly from the north margin of Neely's Bend Road; thence with said west margin North 4° East 122.22 feet to an iron pin on said west margin; thence North 87° 48' West 365 feet to an iron pin near a utility pole; thence North 4° East 330.64 feet to an iron pin at C. D. Sittloh's northwest corner; thence North 87° 47' West 344.37 feet to an iron pin beside a fence post; thence with a fence South 3° 46' West 671.91 feet to an iron pin at a fence corner; thence with a fence South 88° 13' East 533 feet to an iron pin; thence North 1° 48' West 81.40 feet to an iron pin; thence South 87° 43' East 6 feet to an iron pin; thence North 4° East 134.10 feet to an iron pin; thence South 87° 43' East 176 feet to the point of beginning and containing 7.23 acres.

BEING the same property conveyed to Carson C. Driver, Jr., by deed from Homer E. Chance and wife, Margaret I. Chance, as of record in Book 3767, page 508, as corrected by Deed of Correction of record in Book 3806, page 42, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 831,473.97

Affiant

Subscribed and sworn to before me, this the 5 day of April, 1974

Notary Public

My commission expires 8-11-75

(Affix Seal)

This conveyance is subject to an assignment of rents of record in Book 3970, Page 419 and of record in Book 4075, Page 737, Register's Office of Davidson County, Tennessee.

This conveyance is subject to an easement for sanitary sewers, and/or storm drainage, 20 feet wide, granted to the Metropolitan Government of Nashville and Davidson County, Tennessee, as of record in Book 4178, Page 544, Register's Office of Davidson County, Tennessee.

We covenant that the improvements known as Forrest Park Apartments are located on the premises conveyed herein.

This instrument further secures payment of a note dated April 1, 1972, executed by the Grantee payable to the Grantors in payment of personal property purchased from the Grantors by the Grantee and, in the event that the Frantee, his successors, heirs, representatives or assigns, defaults in payment of said note as the same becomes due, Grantors may foreclose on the premises conveyed herein by and under the terms contained herein in this instrument. The aforementioned note is payable in installments with the last installment being due and payable on March 1, 1992. The aforementioned note is in payment of personal property located in the improvements on the premises conveyed herein as of date of note.

unimproved ( )
This is improved (X) property, known as Forrest Park Apartments
(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 ROBERT L. FREEMAN, TRUSTEE, his ..... *(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,* except for Deed of Trust in Book 3970, Page 391, said Register's Office, to secure to John Hancock Ins. Co. payment of note, dated Dec. 20, 1965, in the original principal sum of $480,000 and Deed of Trust in Book 4075, Page 728, said Register's Office, to secure to John Hancock Ins. Co. payment of note, dated Nov. 9, 1966, in the original principal sum of $275,000, which Grantee specifically does not assume, take subject to, or assume any liability therefor. Grantor shall continue to make all payments on said note when due and Grantee shall have the right to make such payments in the event of default by the Grantor, in which event said payments shall be credited to the payment of the note or notes secured by this instrument.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* ROBERT L. FREEMAN, TRUSTEE, his ..... *(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 ROBERT L. FREEMAN, TRUSTEE, ... *hereinafter referred to as trustors, hereby transfer and convey unto* DON L. SMITH ....., *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 $ [illegible] 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 1st *day of* April, *19* 72

Carson C Driver Jr

Doris B. Driver

Robert L Freeman, Trustee

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Betty Paige, *a Notary Public in and for said County and State,* Carson C. Driver, Jr., and wife, Doris B. Driver,

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* 5th *day of* April, *19* 72

Betty Paige *Notary Public*

Commission Expires 11-7-75

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Betty Pack *a Notary Public in and for said County and State,* ROBERT L. FREEMAN, 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 5th *day of* April, *19* 72

Betty Pack *Notary Public*

Commission expires 8-11-75

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 .....

INSTALLMENT DEED

FROM

CARSON C. DRIVER, JR., and Wife, DORIS B. DRIVER

TO

ROBERT L. FREEMAN, TRUSTEE

B 54998

IDENTIF. REFERENCE

APR 7 3 20 PM '72

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

APR-7[illegible]	CONV	*	31,473.97	
APR-7[illegible]	MORTG	*	771,963.97	
APR-7[illegible]	STAX		A* 2,161.90	
APR-7[illegible]	STAX		A* 770.00	
APR-7[illegible]	FEE		A* .50	
APR-7[illegible]	DEED		A* 10.00	* 2,942.40