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

Installment Deed

BOOK 4616 PAGE 321

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Robert L. Freeman, Trustee	Harvey Freeman & Sons	
(NAME:)	(NAME:)	
2517 Lebanon Road	2517 Lebanon Road	147-8
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	35
Nashville, Tenn. 37214	Nashville, Tenn. 37214	PW
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of One Million, Six Hundred Sixty Three Thousand, One hundred Eighty-eight and 00/100 ---------- *Dollars, of which* Eight Thousand, Four Hundred Forty-five and 00/100 -------- ---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* One Million, Six Hundred Fifty Four Thousand, Seven Hundred Forty-three and 00/100 ---------- *Dollars,* Robert L. Freeman, Trustee, with full power to sell, mortgage or convey without joinder of any beneficiaries *has executed* a promissory note of even date herewith in the principal amount of $54,743.00 payable to the order of Carson C. Driver, Jr. and Doris B.Driver, payable in monthly installments with the first installment being due and payable on January 1, 1973, and installments thereafter due and payable on the first day of each calendar month until and including December 1, 1992, with the first installment being in the amount of $1,973.87 including accrued interest at the rate of 7% per annum and the monthly installments thereafter being in the amount of $424.40 including interest at the rate of 7% per annum, and the Grantee takes the property conveyed herein subject to a Deed of Trust in Book 4510, page 495, said Register's Office, to secure to Home Federal Savings & Loan Association payment of a note in the original principal sum of $1,600,000.00,

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:

One tract of land in the 5th Civil District of Davidson County, Tennessee being a combination of Phase One of the proposed Hilltop House apartment complex and a 50-foot access right-of-way from the Hilltop Apartment Complex to Nolensville Road and being more fully described as follows:

Beginning at an iron pin which is North 3°-53'-6" East a distance of 60.7'from a concrete monument in the southwest corner of the herein described tract, said corner being the same southwest corner of a tract of land "Reserved for Future Development" on the recorded plan of Beverly Heights, Section One, in Book 2331, Page 26, R.O.D.C and proceeding as follows:

With the westerly boundary of the "Reserved for Future Development" tract, North 3° 53' 6" East a distance of 357.3' to a corner post; thence, leaving said "Reserved for Future Development" tract, North 85° 00' 24" West a distance of 436.82' to an iron pin; thence, North 4° 40' 37" East a distance of 213.07' to an iron pin; thence South 87° 11' 40" East a distance of 70.85' to a corner post; thence, North 0° 38' 21" East a distance of 313.13' to an iron pin; the northwest corner of Phase One; thence, South 89° 21' 39" East a distance of 415.00' to an iron pin; thence, North 71° 10' 54" East a distance of 129.87' to an iron pin; thence, South 22° 13' 00" East a distance of 100.00' to an iron pin; thence, North 73° 38' 00" East a distance of 170.00' to an iron pin, the northeast corner of Phase One and the westerly boundary of Beverly Heights, Section One, as of record in Book 2331, Page 26, R.O.D.C.,

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 1,663,188.00

Subscribed and sworn to before me, this the 5th day of July 19 72

Affiant

My commission expires

Notary Public

Tennessee; thence, South 3° 02' 15" East a distance of 326.65' to a concrete monument; thence, South 30° 44' 00" West a distance of 132.64' to a concrete monument; thence, South 1° 14' 22" East a distance of 507.20' to a concrete monument; thence, South 86° 40' 01" West a distance of 384.76' to a concrete monument in a southwest corner of the herein described tract, said corner being the same southwest corner of a tract of land "Reserved for Future Development" on the recorded plan of Beverly Heights, Section One, in Book 2331, Page 26, R.O.D.C.; thence, South 59° 20' 31" West a distance of 236.35' to an iron pin; thence, with a 319.13-foot radius curve to the left a distance of 226.88' to an iron pin; thence, South 18° 36' 31" West a distance of 33.15' to an iron pin; thence, with a 25.00-foot radius curve to the left a distance of 30.78' to an iron pin in the northeasterly margin of Nolensville Road, said iron pin being in a northwesterly direction 433.52', more or less, from the centerline of Haywood Lane; thence, with the northeasterly margin of Nolensville Road in a northwesterly direction with a 2679.5-foot radius curve to the left a distance of 70.39' to an iron pin; thence, leaving the northeasterly margin of Nolensville Road, North 18° 36' 31" East a distance of 34.17' to an iron pin; thence, with a 369.13-foot radius curve to the right a distance of 262.42' to an iron pin; thence, North 59° 20' 31" East a distance of 270.77' to an iron pin in the westerly boundary of Phase One as described in Call 1, which is the point of beginning and containing 13.621 acres as per survey by Turner Engineering Company dated May 17, 1971. Being the same property conveyed to Carson C. Driver, Jr., by deed from Joe Grubbs, Jr. and wife, Nancy W. Grubbs, of record in Book 4616, page 317, R.O.D.C., Tennessee With the above described tract there is a 20-foot easement for egress and ingress to Haywood Lane, that is 20' east of and parallel with the west property line of Lot One, Beverly Heights, Section One, as of record in Book 2331, Page 26, R.O.D.C., Tennessee. We covenant that the improvements known as Hilltop House Apartments are located on the premises conveyed herein. This instrument further secures payment of a note dated July , 1972, executed by the Grantee payable to the Grantors in paymen of personal property purchased from the Grantors by the Grantee, and, in the event that the Grantee, 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 July , 19 . The note is in payment of personalty located in the improvements on the premises conveyed herein as of date of note.

unimproved ( )
This is improved (X) property, known as Hilltop House Apartments, Nashville, 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 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 as noted herein and for a ten-foot utility easement along the southerly and easterly lines and a Deed of Trust in Book 4510, Page 495, said Register's Office, to secure to Home Federal Savings and Loan Assn. payment of a note in the original principal sum of $1,600,000.00

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 not less than present 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

Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

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 5th *day of* July, 1972.

Carson C. Driver Jr.

Doris B. Driver

Robert L. Freeman, Trustee

Robert L. Freeman, Trustee,
but no further or otherwise

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

the within named bargainor..., 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* July, 19 72

Kenneth Driver *Notary Public*

Commission expires 10-29-75

K 4616

BOOK 4616 PAGE 324

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Joyce Kamm, *a Notary Public in and for said County and State,* Robert L. Freeman, Trustee, but no further or otherwise, *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, Davidson County, Tennessee, *this* 5th *day of* July, *19*72.

Joyce Kamm
Notary Public

Commission expires June 13, 1976

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 .....

JUL-6 72	CONV	*	1,663,188.00	
JUL-6 72	MORT'G	54,743.00		
JUL-6 72	S'TAX		A* 4,324.32	
JUL-6 72	S'TAX		A* 52.70	
JUL-6 72	PR'FEE		A* .50	
JUL-6 72	W'DEED		A* 8.00	* 4,385.52

INSTALLMENT DEED

FROM

TO

B 6 6 2 1 8

IDENTIF. REFERENCE

JUL 6 11 07 AM '72

FELIX Z. WILSON JR REGISTER
DAVIDSON COUNTY, TENN.

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