BOOK 625 PAGE 563

Installment Deed

Drawn by Pedigo (ms)
Of The Law Firm Pedigo & Saindon
Stahlman Building, Nashville, Tennessee

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
B. B. Doubleday, Jr. (NAME)	(NAME)	MAP 149
1700 Hayes St. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	PAR. 28
Nash. Tenn. 37203 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	M P.

FOR AND IN CONSIDERATION of the sum of One Hundred Ten Thousand and no/100 ---------- ----------($110,000.00) ---------- *Dollars,*

of which Fifteen Thousand ~~Hundred~~ and no/100 ---------- ----------($15,000.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Ninety Five Thousand and no/100 ----- ----------($95,000.00) ---------- *Dollars,*

B. B. Doubleday, Jr. *has executed*

his promissory note of even date herewith in the principal amount of $95,000.00 payable to the order of Robert E. Rader and wife, Maebell P. Rader, in 240 equal monthly installments of $736.53 each, which include both principal and interest at the rate of 7% per annum; the first installment falling due one month from date hereof, and the others on the same day of each month thereafter until said note is paid in full,

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, Robert E. Rader and wife, Maebell P. Rader,

have this day bargained and sold, and do hereby transfer and convey unto the said B. B. Doubleday, Jr., his ---------- *(successors), heirs and assigns,*

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

Land in the 5th Civil District of Davidson County, Tennessee, on the waters of Mill Creek, near Antioch more particularly described as follows:
Beginning at a point on the west side of the County Road, or Highway known as the Antioch Pike where the line between the Wheeler property and C. T. Neal's crosses said pike or highway and running with said dividing line south 74-1/2° west 660 feet to a stone, Neal's southwest corner; thence with Neal's line and the line of the east boundary of lot No. 3 of the Goodman plan which is of record in Plan Book 2, page 20, Chancery Court of said County, north one quarter degree east 62 feet to a fence post which is the northeast corner of said lot No. 3; thence with a fence north 66-3/4° west 1127 feet to the northwest corner of said lot No. 3 which is almost northeast corner of lot No. 2 of said plan which is the property of Mrs. Mattie Wheeler; thence with her line south 2° west 1402-1/2 feet to a point, the southwest corner of lot No. 3 and in H. F. Baker line; thence with the Baker line and the line of the fence south 87° 50' east 1006-1/2 feet to a post, Baker corner and southeast corner of lot No. 3; thence with Baker line south 2° west along a fence 455 feet to another corner of the Baker tract; thence south 74° east with his line along a fence 238 feet approximately to a center line of the old road; thence with the center of the old road and following the curvature of the same about 550 feet to a point in the center of Mill Creek site of old bridge now demolished and just below the new highway bridge, just built; thence along the center of Mill Creek down stream in a northeast direction with its various meanders about 1700 feet to a point at the center of the railroad bridge; thence

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 110,000.00

Affiant

Subscribed and sworn to before me, this the 4th day of August 19 72.

Notary Public

My commission expires 4/25/76.
(Affix Seal)

with center line of the N. C. & St. L. Railroad, but subject to an easement or the right-of-way of said railroad, north 24° 20' west 833 feet to a point where the boundary line of the old E. J. Wheeler tract strikes the same, being also C. F. Neal's corner; thence with Neal's line south 74-1/2° west 305 feet to the point of beginning and containing _____acres which includes the right-of-way of the new highway.

Being the same property conveyed to Robert E. Rader and wife, Maebell P. Rader, by deed from T. B. Hill and wife, Vonne Hill, of record in book 2279, page 257, Register's Office for said County.
Included in the above description but excluded therefrom is the following tracts of land conveyed by T. B. Hill, Jr. and wife, to The Nashville Chattanooga & St. Louis Railway, of record in book 2042, page 285, Register's Office for said County, and also by deeds from Robert E. Rader and wife, to Joe P. Overby, Jr. and wife, of record in book 2489, page 259, to Dodson Batson, Trustee, of record in book 3073, page 465, to Banner Construction Company of record in book 3404, page 519, to The First Suburban Water Utility District of Davidson County, Tennessee, of record in book 3615, page 169, Register's Office for Davidson County, Tennessee, and to Banner Construction Company, of record in book 3671, page 213, Register's Office for said County.

Josephine Doubleday, wife of B. B. Doubleday, Jr. has designated Lot No. 62 on the plan of Chickering Hills, Section 3, of record in book 2663, page 17, Register's Office for Davidson County, Tennessee, as a parcel of property upon which she is to claim homestead, said instrument being of record in book 3837, page 248, Register's Office for Davidson County, Tennessee.

AUG-72	CONV	90,000.00			
AUG-72	CONV	20,000.00			
AUG-72	MORT'G	95,000.00			
AUG-72	ST TAX		A* 286.00		
AUG-72	ST TAX		A* 93.00		
AUG-72	PR'FEE		A* .50		
AUG-72	W'DEED		A* 6.00	*	385.50

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 B. B. Doubleday, Jr., 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 taxes for 1972 which are prorated and assumed by the grantee.

We *further covenant and bind* ourselves, our ..... *heirs and representatives, to warrant and forever defend the title to said real estate to said* B. B. Doubleday, Jr., 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 B. B. Doubleday, Jr. ..... *hereinafter referred to as trustors, hereby transfer and convey unto* L. R. Grimes, Jr. ....., *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 be made 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 4th *day of* August, *19* 72.

B70416

T
IDENTIF. REFERENCE

AUG 7 2 11 PM '72
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

/s/ Robert E. Rader
/s/ Maebell P. Rader
/s/ B. B. Doubleday, Jr.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Mary Ensley, *a Notary Public in and for said County and State,* Robert E. Rader and wife, Maebell P. Rader, and B. B. Doubleday, 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* 4th *day of* August, *19* 72.

Mary Ensley *Notary Public*

Commission expires 4/25/76