BOOK 1632 PAGE 107

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD-4

FROM

First American National Bank and James W. Allen, Jr., Co-Trustees

TO

Alton Foutch and wife,

Edna Foutch

For draftsman's use

prepared by:
Dulletta, Steele, Sanford
Robinson & Merritt
L&C Tower
Nashville, Tenn

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Alton Foutch and wife (NAME)	Alton Foutch et ux Edna Foutch (NAME)	66
Edna Foutch (STREET ADDRESS OR ROUTE NUMBER)	New River Road (STREET ADDRESS)	P/O 39
Same (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee (CITY) (STATE) (ZIP)	Pal

(FOR REGISTER'S USE)

IDENTIF. REFERENCE T

AUG 28 11 03 AM '72

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

B 7341 4

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 10,700.00 Allen D. Lentz
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 8th DAY OF Aug, 19 72

P. D. Hazlett
Notary Public

MY COMMISSION EXPIRES: 30 Jan 1974

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Ten Thousand Seven Hundred & No/100 -------

DOLLARS

of which $ 2,140.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed one promissory note of even date herewith in the original principal amount of $8,560.00, with interest at the rate of 7-1/2% per annum on the unpaid balance, payable to the order of First American National Bank, Trustee, in ten equal semi-annual installments, plus interest as aforesaid, the first installment to be due February 7, 1973, and thereafter every six (6) months until the entire amount, both principal and interest, have been paid in full,

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

First American National Bank and James W. Allen, Jr., Co-Trustees.

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Alton Foutch and wife, Edna Foutch

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A tract of land in the 8th Civil District of Davidson County, Tennessee, being tract #11 on the plan for division of the George H. Hobbs Estate (not of record) described according to a survey by G. Barry Greer and Associates dated July14, 1972, as follows:

Beginning at a point in the centerline of River Road at its approximate intersection with the Davidson-Cheatham Counties line; thence with the centerline of River Road S79-45E a distance of 114.5' to a point; thence S03-50W a distance of 103' to a point in the centerline of an abandoned section of River Road; thence with the centerline of Old River Road N79-42E a distance of 113.81' to a point; thence S06-56W a distance of 987.5' to a point; thence N71-25W a distance of 214.9' to a point; thence N05-54-50E a distance of 1020' to the beginning, and containing 5.0 acres, more or less.

Being part of the same property conveyed to First American National Bank of Nashville and James W. Allen, Jr., Co-Trustees of the Estate of George H. Hobbs Estate, of Record in Will Book 89, page 296, Office of the Probate Court for Davidson County, Tennessee.

Restrictive covenants of record in Bk.4622, p.154, R.O.D.C., andBk.160, p.86, R.O.C.C., apply to this property.

1972 taxes are prorated and assumed by the Grantors.

This conveyance is subject to easements of record, easements which a visible inspection of the premises would disclose, including but not limited to all roads, cemeteries and flowage of creeks.

Unimproved (X)
This is improved ( ) property, known as ----- (House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their heirs and assigns forever, the said grantors covenanting that they 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 herein set forth, and 1972 taxes which have been prorated and assumed by the Grantee. We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, their 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 notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said grantees herein do hereby transfer and convey unto Allen D. Lentx Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantees do hereby 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 at least the sum of $_____ until the notes herein secured are 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 and holder of said notes, as his interest may appear. We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment. Now, if we, the said grantees, shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if we fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; we fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, 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 notes, or any of said notes then past due and unpaid, all remaining unpaid notes 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 conveyance. We agree that the Trustee may at any time, after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. We further agree 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 advise 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 notes 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 the grantees herein, their heirs, 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 lien notes, or, if more than one, then of the first-maturing unpaid note, 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 said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Said trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 8th day of August 1972.

Allen Fentch
Edna Fentch

James W. Allen & Co Trustees
First American National Bank
Co-Trustee
by: Emmett Russell ASST TRUST OFFICER

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, B B Gullett, a Notary Public in and for said County and State, the within named James W. Allen

the 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, Tennessee, this 8th day of Aug, 1972.

B B Gullett, Notary Public.

Commission expires 30 Jan 1974.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Mrs. Sam Patton, a Notary Public of the State and County aforesaid, personally appeared Emmett Russell III

with whom I am personally acquainted, and who, upon oath, acknowledged him self to be ASST. TRUST OFFICER of the First American National Bank,

the within named bargainor, a corporation, and that he as such ASST TRUST OFFICER, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by him self as ASST TRUST OFFICER.

Witness my hand and seal, at office in Nashville, Tennessee, this 8 day of August, 1972.

Mrs. Sam Patton, Notary Public.

Commission expires 11/24/74.

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, T. Willard Oliphant, a Notary Public in and for said State and County, the within named Alton Foutch and wife, Edna Foutch, 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, Tennessee, this 16 day of August, 1972

T. Willard Oliphant
Notary Public

My commission expires: Nov. 27, 1973

AUG28 72	CONV	10,700.00			
AUG28 72	MORT'G	*8,560.00			
AUG28 72	S'TAX		A*	27.82	
AUG28 72	S'TAX		A*	6.60	
AUG28 72	PR'FEE		A*	.50	
AUG28 72	W'DEED		A*	6.00	* 40.92