Installment Deed

BOOK 4640 PAGE 684

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Ogle B. Hall Barnett J. Hall (NAME) & Veranne Hall Graham	Same (NAME)	159
(STREET ADDRESS OR ROUTE NUMBER) Doctors Building, Nashville, Tenn.	(STREET ADDRESS)	70 Pt
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of

---Two Hundred Thousand and no/100 ($200,000.00)---------- *Dollars,*

of which ---Twenty-five Thousand and no/100 ($25,000.00)----------

---------- *Dollars, has been paid in cash,*

or unsecured notes,

the receipt of which is hereby acknowledged, and for the remainder

---One Hundred Seventy-five Thousand and no/100 ($175,000.00)----*Dollars,*

Ogle B. Hall, Barnett J. Hall and Veranne Hall Graham

have executed

two (2) notes, the first being in the sum of Sixty Thousand ($60,000.00) Dollars and being payable on demand at any time after January 1, 1973, without interest, and the second being payable over a term of thirteen and one-half (13-1/2) years in monthly installments as provided therein and with interest as provided therein, said note maturing on February 1, 1986, and being in the original principal sum of One Hundred Fifteen Thousand and no/100 ($115,000.00) Dollars, each of said notes being payable to the order of the Grantor, Fred H. Hall,

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,

Fred H. Hall has

~~this~~ *this day bargained and sold, and do hereby transfer and convey unto the said* Ogle B. Hall, Barnett J. Hall and Veranne Hall Graham, as tenants in common, an undivided one-third (1/3) interest each, their *(successors), heirs and assigns,*

certain real estate in Davidson County, Tennessee, the same being more particularly described in Schedule A which is attached hereto, made a part hereof, and incorporated herein by reference.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 200,000.00

Affiant

Subscribed and sworn to before me, this the 3rd day of August, 72

My commission expires April 17, 1973

(Affix Seal)

Notary Public

This instrument prepared by James I. Vance Berry, Attorney,
700 American Trust Building, Nashville, Tennessee

Birdie J. Hall, wife of the Grantor, joins in this conveyance for the purpose of relinquishing her marital interest in said property.

This is unimproved ( ) improved (X) property, known as Rt. 2 Brentwood (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 Ogle B. Hall, Barnett J. Hall and Veranne Hall Graham, their *(successors), heirs and assigns forever.* Grantor *covenant* that he is *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 the year 1972.

Grantor *further covenant* and binds himself, his *heirs and representatives, to warrant and forever defend the title to said real estate to said* Grantees, their *(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 Ogle B. Hall, Barnett J. Hall and Veranne Hall Graham, *hereinafter referred to as trustors, hereby transfer and convey unto* James I. Vance Berry, *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:*

[illegible]

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; [illegible] *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.

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Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, xxxxx xxxxxxxxxxxxxxxxxxxxxxxxxxxx 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 3rd *day of* August, *19* 72.

Fred H. Hall
Fred H. Hall

Birdie J. Hall
Birdie J. Hall

Ogle B. Hall
Ogle B. Hall

Barnett J. Hall
Barnett J. Hall

Veranne Hall Graham
Veranne Hall Graham

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Fred H. Hall and wife, Birdie J. Hall,

the within named 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* 3 *day of* August, *19* 72.

John Henry Mule
Notary Public

Commission expires 2/1/75

STATE OF TENNESSEE }

COUNTY OF DAVIDSON }

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Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* ~~[illegible]~~ Barnett J. Hall and Veranne Hall Graham & Ogle B. Hall *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* 3 *day of* August, *19* 72

Commission expires 2/1/75 John Henry Mole *Notary Public*

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 _____

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, _____, a Notary Public in and for said County and State, Ogle B. Hall, 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 _____ day of _____, 1972.

_____
Notary Public

Commission expires:

_____

INSTALLMENT DEED

FROM
Fred H. Hall et ux

TO
Ogle B. Hall, Barnett J.
Hall and Veranne Hall Graham

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

SCHEDULE A

TRACT I:

A certain tract of land in the 7th, formerly 11th, Civil District of Davidson County, Tennessee, on the waters of Otter Creek, near what is known as Radnor Lake, and which land has recently been surveyed by H. S. Fowlkes, Surveyor, and is described as follows:

Beginning at an elm tree in the south terminus of a roadway lying from Otter Creek Road and the land in question, said point being in the south line of the L. & N. Railroad property; thence with said Railroad Company's south line South 87° 30' East 1615.65 feet to a stone at Hardeman's northwest corner; thence with Hardeman's line South 3° 30' West 1135.2 feet to a stone; thence South 89° East 165 feet to a stone, and continuing with Hardeman's line and along the west line of the land of Tony Sudekum South 5° West 1012 feet; South 3° West 1004.3 feet to a pin oak in the north line of the lands of Mayche; thence along Mayche's north line North 87° West 732.6 feet to a stake in the east line of the Gardner lands; thence along Gardner's east line North 15' East 165 feet to a stake, Gardner's northeast corner; thence along Gardner's line as follows: North 88° 30' West 742.5 feet to a point at a pin oak stump; thence North 4° West 402.6 feet to a point near a white oak, known as the buzzard's roost; thence North 25° West 635 feet to a point, and continuing along Gardner's line, and along the line of Lawrence Evans, North 19° West 523 feet to a point, North 23° West 429 feet to a stake, North 22° 54' East 718.51 feet to a railroad iron; thence North 36° 24' East 405.89 feet to another Railroad iron in the line of the property of the L. & N. Railroad; thence South 87° 30' East 491.65 feet to the point of beginning, together with a right-of-way from and to the land in question running north from the north line of the land in question to the south line of Otter Creek Road and intersecting Otter Creek Road at a point approximately where Radnor Lake crosses under said Road, which is the same land that was partitioned to Battie Mayche in a partition deed of J. W. Alford, of record in Book 94, page 454, Register's Office for said County, together with a tract of approximately 5 acres and 113 poles that was conveyed to some of the parties herein mentioned by deed from Thomas Lazenby et al, of record in Book 1246, page 456, said Register's Office; and which right-of-way was conveyed to said parties by deed from L. & N. Railroad Company, of record in Book 1291, page 578, said Register's Office, and is described as follows:

A right-of-way over and through the lands of the said Louisville & Nashville Railroad Company, lying north of the lands of the said Tollie Mayche and Bettie Mayche Johnson, described as follows:

A tract of land in the 7th, formerly the 11th, Civil District of Davidson County, Tennessee, being a strip of land thirty feet wide, running north from the property of Tollie Mayche and Bettie Mayche Johnson to Otter Creek Road, lying 15 feet on either side of a center line described as follows:

Beginning at a large elm tree in the north line of the property of Tollie Mayche and Bettie Mayche Johnson, being the same elm tree mentioned in the deed of record in Book 110, page 175, hereinabove referred to, and running from said elm tree as follows: North 2° 1' East 817-1/2 feet to a point; North 13° 30' West 356 feet to a point; North 28° 5' West 140.2 feet to the south margin of Otter Creek Road.

Title to the above property being vested in Tollie Mayche and Bettie Mayche Johnson as two of the heirs of T. J. Mayche and wife, Bettie M. Mayche, both of whom are deceased, and by deed from W. W. Mayche, or J. W. Mayche, et al, of record in Book 1291, page 507, said Register's Office, and the right-of-way is likewise in Tollie Mayche and Bettie Mayche Johnson by deed from L. & N. Railroad Company, of record in Book 1291, page 578, said Register's Office.

Being the same property conveyed by Tollie Maych et al to Fred H. Hall et ux by deed of record in Book 1349, page 436, Register's Office for Davidson County, Tennessee.

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

TRACT II:

Being a small triangle out of the northeast corner of the property owned by Brentwood Realty & Investment Company, and described according to a copy of a survey thereof made May 3, 1953, by Stephen A. Draper, Surveyor, as follows:
Beginning at a redbud tree at an old corner, in the east line of the property of Brentwood Realty & Investment Company, in the west line of the property of Fred H. Hall and wife; thence along Hall's line and along an old tree row, north 2° 40' east 165 feet to a point, the northeast corner of the property of Brentwood Realty & Investment Company, in Hall's line; thence with Hall's line, north 87° 30' west, along an old tree row, 159 feet more or less to a point at the southeast corner of a tract of 3.69 acres being simultaneously herewith conveyed by Fred H. Hall and wife to Brentwood Realty & Investment Company; thence south 42° 30' east 230 feet more or less to the beginning, containing 0.30 acres, more or less.

Being the same property conveyed to Fred H. Hall and wife, Birdie J. Hall, by deed from Brentwood Realty & Investment Company of record in Book 2200, page 573, said Register's Office, the same having thereafter been conveyed to Fred H. Hall by quitclaim deed from Birdie J. Hall of record in Book 4640, page 682, said Register's Office.

Included within the foregoing, but expressly excluded therefrom, are the following properties:

Parcel 1:

Land in the 7th, formerly 11th, Civil District of Davidson County, Tennessee, on the waters of Otter Creek, what is commonly known as Radnor Lake and described according to a boundary survey and map made May 1, 1963, by C. K. McLemore, as follows:
BEGINNING at a railroad iron in the southerly line of the property of the L. & N. Railroad Company, the northwest corner of this tract and being an inner corner of said Railroad Company's property, thence along the line of said Railroad Company's property, south 87° 30' east 519.6 feet to an iron pin; thence south 7° east 266.9 feet to an iron pin; thence south 30° 40' west 214 feet to an iron pin; thence north 81° 15' west 701 feet to an iron pin in the line of said Railroad Company's property; thence with the line of the same, north 22° 54' east 37.4 feet to a railroad iron; north 36° 24' east 405.9 feet to the point of beginning, containing 6.38 acres more or less.

Being the same property conveyed by Fred H. Hall and wife, Birdie J. Hall, to F. W. Jeffries and wife, Eloise M. Jeffries, by deed of record in Book 3812, page 362, said Register's Office, said deed conveying also the use of a right of way which is more particularly described therein, as well as reservation of a right of way to the Grantors therein.

Parcel 2:

Land in the 7th Civil District of Davidson County, State of Tennessee described as follows to-wit:

On the waters of Otter Creek, near what is known as Radnor Lake, and described according to a copy of a survey thereof made May 3, 1953, by Stephen A. Draper, Surveyor, as follows:

Beginning at a point on the north line of the property of Brentwood Realty & Investment Company, in the south line of the property of Fred H. Hall and wife, being 159 feet more or less west of the northeast corner of said Brentwood Realty & Investment Company property, being the westerly corner of a triangular tract of 0.30 acres more or less being simultaneously conveyed herewith to Fred H. Hall and wife, by Brentwood Realty & Investment Company, thence along Hall's south line, north 87° 30' west, along an old tree row

600 feet more or less; thence north 0° 26' east 397.5 feet to an old iron pin at a buzzard's roost, said point being in the present common line of said Hall property and said Brentwood Realty & Investment Company property; thence along Hall's new south line, south 77° 03' east 311 feet to a point at a 30-inch hackberry in a ditch; thence south 42° 30' east 687 feet to the beginning, containing 3.69 acres, more or less.

Being the same property conveyed to Brentwood Investment Company by deed from Fred H. Hall et ux of record in Book 2200, page 612, said Register's Office.

SEP26 72	CONV	90,000.00		
SEP26 72	CONV	90,000.00		
SEP26 72	CONV	20,000.00		
SEP26 72	MORT'G	90,000.00		
SEP26 72	MORT'G	85,000.00		
SEP26 72 S'TAX			A* 520.00	
SEP26 72 S'TAX			A* 173.00	
SEP26 72 PR'FEE			A* .50	
SEP26 72	W'DEED		A* 14.00	* 707.50

B 7.7 4 1 1

IDENTIF. REFERENCE

SEP 26 9 51 AM '72

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.