This Instrument Prepared By
Schulman, McCarley, Hollins and Pitts
900 American Trust Building
Nashville, Tennessee

BOOK 4655 PAGE 561

INSTALLMENT DEED

Address New Owner(s) As Follows:	Send Tax Bills To:	Map-Parcel Nos.
H. Raymond Ligon, Trustee, Memorial Care Fund Trust	Same	173 3
Nashville, Tennessee	Same	Pw

FOR AND IN CONSIDERATION of the sum of FOUR HUNDRED SEVENTY EIGHT THOUSAND SIX HUNDRED NINETY TWO AND 50/100 ($478,692.50) DOLLARS, of which NINETY FIVE THOUSAND SEVEN HUNDRED THIRTY-EIGHT AND 50/100 ($95,738.50) DOLLARS, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder THREE HUNDRED EIGHTY TWO THOUSAND NINE HUNDRED FIFTY FOUR AND NO/100 ($382,954.00) DOLLARS, H. RAYMOND LIGON, TRUSTEE, of Memorial Care Fund Trust, has executed four (4) promissory notes, the first payable to the order of M. D. Elliott, in the amount of $95,738.50, payable as follows: On the 1st day of November, 1973, the sum of $19,147.70 Dollars, and thereafter four (4) annual installments each in the amount of $19,147.70 on the 1st day of November, 1974, 1975, 1976, and 1977, respectively, with interest at the rate of 7% per annum, payable annually on the unpaid balance on the 1st day of November of each year until said sum and interest have been paid in full; the second note payable to the order of William L. Taylor, in the amount of $95,738.50, payable as follows: On the 1st day of November, 1973, the sum of $19,147.70, and thereafter four (4) annual installments each in the amount of $19,147.70, on the 1st day of November, 1974, 1975, 1976, and 1977, respectively, with interest at the rate of 7% per annum, payable annually on the unpaid balance on the 1st day of November of each year until said sum and interest have been paid in full; the third note payable to the order of W. E. Donlon, in the amount of $95,738.50, payable as follows: On the 1st day of November, 1973, the sum of $19,147.70, and thereafter four (4) annual installments each in the amount of $19,147.70 on the 1st day of November, 1974, 1975, 1976, and 1977, respectively, with interest at the rate of 7% per annum, payable annually on the unpaid balance on the 1st day of November of each year until said sum and interest have been paid in full; the fourth

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is $478,692.50

Subscribed and sworn to before me, this 14th day of November, 1972

H. Raymond Ligon, Trustee
Affiant

Notary Public

Commission Expires: 3-73

note payable to the order of C. H. Wiles, in the amount of $95,738.50, as follows: On the 1st day of November, 1973, the sum of $19,147.70 and thereafter four (4) annual installments each in the amount of $19,147.70 on the 1st day of November, 1974, 1975, 1976 and 1977, respectively, with interest at the rate of 7% per annum, payable annually on the unpaid balance on the 1st day of November of each year until said sum and interest have been 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, I, C. H. WILES, TRUSTEE, have this day bargained and sold, and do hereby transfer and convey unto the said H. RAYMOND LIGON, TRUSTEE, of Memorial Care Fund Trust, his successors and assigns, certain real estate in Davidson County, Tennessee, as follows:

A tract of land lying in the 5th Civil District of Davidson County, Tennessee, described according to a survey by James L. Murphy, Jr. & Company, Engineers-Surveyors, November 7, 1972, as follows:

Beginning at a point in the easterly right-of-way of Nolensville Road, said point marking the northerly right-of-way of Barnes Road at its intersection with Nolensville Road; thence with the easterly margin of said Nolensville Road North 12° 22' 48' West 567.89 feet to a concrete monument, the beginning of a curve to the right; thence with said curve having a radius of 2828.79 feet, a distance of 650.63 feet to a point, the southwest corner of the Thomas H. Smith Property of record in Book 3343, page 196, Register's Office Davidson County, Tennessee; thence leaving right-of-way of said Nolensville Road and with the south line of the aforementioned Smith Property and the Mrs. Walter Battle Property of record in Book 542, page 205, Register's Office Davidson County, Tennessee, South 87° 48' 44" East 699.84 feet to an iron pin, Battles' southeast corner; thence North 2° 04' 43" East 1446.35 feet to an iron pin, the most northwesterly corner of the herein described property; thence South 87° 47' 44" East 1981.32 feet to an iron pin in the westerly line of the Gibbs Property, as of record in Book 3710, page 488, Register's Office Davidson County, Tennessee; thence South 1° 25' 24" West 527.42 feet to a break in the fence; thence South 3° 36' 06" West 1154.0 feet to a break in the fence; thence South 4° 51' 20" West 501.42 feet to a corner post, the southwest corner of the J. R. Still Property, of record in Book 1306, page 513, Register's Office Davidson County, Tennessee; thence North 89° 9' 59" East 134.84 feet to a point; thence South 85° 21' 51" East 519.97 feet to an iron pin, the northwest corner of the Robert L. Frye Property, of record in Book 3032, page 431, Register's Office Davidson County, Tennessee; thence with Frye's west line South 19° 07' 41" East 1086.25 feet to an iron pin in the northerly right-of-way of Barnes Road; thence with said northerly right-of-way as follows: South 55° 27' 42" West 419.93 feet to a point, the beginning of a curve to the left; thence with said curve having a radius of 980.00 feet a distance of 245.16 feet to a point; thence South 40° 56' 46" West 68.77 feet to a point, the beginning of a curve to the right; thence with said curve having a radius of 261.50 feet a distance of 375.77 feet to a point; thence North 56° 43' 14" West 450.92 feet to a point, the beginning of a curve to the left; thence with said curve having a radius of 434.26 feet a distance of 82.11 feet to a point; thence North 67° 33' 14" West 192.96 feet to a point, the beginning of a curve to the right; thence with said curve having a radius of 384.26 feet a distance of 238.08 feet to a point; thence North 32° 03' 14" West 209.80 feet to a point, the beginning of a curve to the left; thence with said curve having a radius of 741.20 feet a distance of 374.09 feet to an iron pin, the southeast corner of the Clyde O'Brien Property, as of record in Book 3068, page 390, Register's Office Davidson County,

Tennessee; thence North 5° 35' 2" East 630.31 feet to a fence corner; thence North 87° 56' 26" West 557.37 feet to a fence corner; thence South 9° 6' 16" West 515.21 feet to a point in the northerly right-of-way of Barnes Road; thence with said right-of-way North 80° 48' 14" West 756.48 feet to the point of beginning, and containing 175.79, more or less, acres.

Included but excluded from the above described property is a 1.7 acre tract of land marked "George Jones" on said survey, the beginning point of which is described as follows:

Beginning at the northeast intersection of Nolensville Road and Barnes Road; thence with the easterly margin of said Nolensville Road, North 12° 22' 48" West 567.89 feet, and continuing with the same around a slight curve having a radius of 2828.79 feet northerly 635.63 feet; thence North 87° 30' East 333.8 feet; thence North 87° 45' East 364.3 feet; thence North 41° 45' East 61.7 feet; thence North 6° 30' West, 308.9 feet; thence North 2° East 191.9 feet; thence North 41° 13' East 93.3 feet; thence North 51° 39' East 393.7 feet; thence North 59° East 171.9 feet to an iron pin which is the point of beginning of said George Jones Tract; thence from said point of beginning North 29° 15' East 250 feet to an iron pin; thence South 60° 45' East 350 feet to an iron pin; thence South 30° 00' West 183 feet to an iron pin; thence North 71° 15' West 350 feet to the point of beginning, containing 1.7 acres.

Being property conveyed to David S. Jackson, Trustee, by deed from J. E. Moore, of record in Book 3103, page 97, Register's Office for Davidson County, Tennessee. The said David S. Jackson, Trustee, having since died, and C. H. Wiles was appointed Successor Trustee, pursuant to an agreement dated October 23, 1972, and of record in Book 4649, page 842, Register's Office for Davidson County, Tennessee.

This is unimproved property, known as Nolensville Road, Nashville, Tennessee.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said H. RAYMOND LIGON, TRUSTEE, of Memorial Care Fund Trust, his successors and assigns forever. I covenant that I am 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 by easement for a roadway running from George I. Jones' 1.7 acre tract of land running to Nolensville Road, as shown on the survey by Hickerson-Miller, Surveyors, August 20, 1959, and easement granted First Suburban Water Utility District for water lines and pumping station, as shown on survey by James L. Murphy, Jr., and Company, Engineers and Surveyors, dated November 7, 1972.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said H. Raymond Ligon, Trustee, of Memorial Care Fund Trust, his successors 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 intebtedness 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 H. Raymond Ligon, Trustee, of Memorial Care Fund Trust, hereinafter referred to as trustors, hereby transfer and convey unto I. R. Schulman, 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 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 and 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 ten(10%) per cent 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 given twenty (20) days notice by three (3) 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 his 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.

The holders of the indebtedness hereby secured agree to execute a release from the lien herein secured of the property up to fifteen (15%) per cent of the acreage, conveyed when the sewer line has been constructed and extended to the property herein conveyed and streets and water lines have been constructed to serve the area so released or proper bond has been made so that said property can be recorded as a subdivision.

The holders of the note further agree to execute additional releases on property securing the lien of such indebtedness upon payment by the Grantee herein to the holders of such note, the sum of Three Thousand and No/100 ($3,000.00) Dollars per acre, which shall be credited on the next annual installment of the indebtedness secured hereby, the

lands to be so released, being approved by the Grantor herein, which will not be unreasonably withheld, provided, however, that the property fronting Nolensville Road, containing approximately ten (10) acres, shall not be subject to be released as herein provided until seventy-five (75%) per cent of the total of the purchase price has been paid and applied on such indebtedness.

IN WITNESS WHEREOF, the parties to this instrument have signed their names, on this the 1st day of November, 1972.

B84084

IDENTIF. REFERENCE

NOV 14 2 24 PM '72

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

C. H. Wiles Trustee
C. H. Wiles, Trustee

H. Raymond Ligon Trustee
H. Raymond Ligon, Trustee,
Memorial Care Fund Trust

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Annie George a Notary Public in and for said County and State, C. H. Wiles, 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 14th day of November, 1972.

Annie George
Notary Public

Commission Expires: 5-23-23

NOV 14 72 CONV * 478,692.50
NOV 14 72 NORTC * 382,954.00
NOV 14 72 S'TAX A* 1,244.62
NOV 14 72 S'TAX A* 381.00
NOV 14 72 PR'FEE A* .50
NOV 14 72 W'DEED A* 14.00 * 1,640.12

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Annie George a Notary Public in and for said County and State, H. Raymond Ligon, Trustee, of Memorial Care Fund Trust, 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 14th day of November, 1972.

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