BOOK 4656 PAGE 888

TENNESSEE TITLE COMPANY

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS:
Maurice W. Pinson, Tr. (NAME)	Same as new owner (NAME)	151-40 Parcel 2D-31260 Tract I
P. O. Box 900 (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	151-79 2D-31290 Tract II
Nashville, Tennessee 37202 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

INSTALLMENT DEED

FOR AND IN CONSIDERATION OF the sum of ONE HUNDRED FIFTY SEVEN THOUSAND FIFTY AND NO/100----------DOLLARS

of which $ 31,410.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has executed his one promissory note of even date for the sum of $125,640.00, payable as follows: on the 17th day of November, 1973 and on the 17th day of November of each succeeding year, to and including 17th day of November, 1977, a payment to interest only computed on the original principal amount at the rate of six per cent per annum; and on 17th day of November, 1978, a principal payment of TWELVE THOUSAND FIVE HUNDRED SIXTY FOUR AND NO/100 ($12,564.00) each, plus interest at the rate of six per cent per annum, also payable annually, computed on the principal balance remaining unpaid from time to time until paid in full,

PREPARED BY
J. H. BRILEY, JR., ATTORNEY
SUITE 2114, PARKWAY TOWERS
NASHVILLE, TENNESSEE 37219

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.

we, W. B. GOODWIN AND WIFE, LENORA M. GOODWIN

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Maurice W. Pinson, Trustee, with full power to sell or convey by deed or mortgage without the joinder of any beneficiary for whom he may be acting, his successors herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Two tracts of land in the 2nd Civil District, 31st Councilmanic District of Metropolitan Nashville in Davidson County, Tennessee, bounded generally on the north, east and south by the U. S. Government property and on the west by the Elizabeth Campbell property, more particulary described according to a survey made by Southern Land Surveying Co., Inc., dated November 7, 1972, as follows: TRACT NO. I: BEGINNING at a point in the south right-of-way line of the proposed Hobson Pike and the north line of the described tract; thence leaving the south right-of-way line of the proposed Hobson Pike in an easterly direction, North 81° 50' 17" East 28.31 feet to a point; thence North 64° 8' 3" East 309.87 feet to an existing Corp of Engineers concrete monument; thence South 86° 3' 0" East 131.09 feet to an existing Corp of Engineers concrete monument; thence South 0° 17' 54" West 1,198.62 feet to a point; thence South 45° 0' 21" East 846.49 feet to an existing Corp of Engineers concrete monument; thence South 1° 55' 14" West 383.04 feet to an existing Corp of Engineers concrete monument, being the southeast corner of the described tract; thence South 85° 52' 22" West 493.89 feet to an existing Corp of Engineers concrete monument; thence North 86° 10' 06" West 1,074.43 feet to an existing Corp of Engineers iron pin, being the southwest corner of the described tract; thence leaving the south line of the described tract in an northerly direction, North 3° 23' 10" East 1,506.73 feet to a point in the south right-of-way line of the proposed Hobson Pike; thence with said south right-of-way line 109.86 feet along a curve to the left having a radius of 3,859.72 feet to a point; thence with said south right-of-way line as follows: North 41° 1' 14" East 459.61 feet to a point; thence South 48° 58' 46" East 10.00 feet to a point; thence North 41° 1' 14" East 115.78 feet to the point of beginning and containing 51.28 acres more

or less.

TRACT NO. II: BEGINNING at a point in the north right-of-way line of the proposed Hobson Pike and the north line of the described tract; thence with said right-of-way line of the proposed Hobson Pike as follows: South 48° 58' 46" East 10.00 feet to a point; thence South 41° 1' 14" West 459.61 feet to a point; thence 8.12 feet along a curve to the right and having a radius of 3,779.72 feet to a point in the west line of described tract; thence leaving the north right-of-way line of the proposed Hobson Pike in a northerly direction North 3° 23' 10" East 319.76 feet to an existing Corp of Engineer concrete monument; thence North 81° 50' 17" East 283.43 feet to the point of beginning and containing 1.07 acres more or less.

Being part of the property conveyed to W. B. GOODWIN by deed from Joanna Ulrich Ragsdale and husband, of recordin Book 1676, page 459, and by deed from James C. Estes and wife, of record in Book 1850, page 25, all of record in Register's Office for said County.

In the event of a bona fide sale of any of the herein described property and a release of such property from the lien is necessary, the grantors, their heirs and assigns, shall make a release of such property; provided, however, that 50% of the sales price or $3,000.00 for each acre released, whichever is greater, shall be paid on the note secured herein.

This is improved ( )
unimproved ( ) 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. We convenant 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.

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 J. O. Bass 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 $insurable value 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 frunt 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 17th day of November 19 72

W. B. Goodwin

Maurice W. Pinson, Trustee

Lenora M. Goodwin

STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 157,050.00

Affiant

Subscribed and sworn to before me, this the 17th day of November, 1972

My commission expires April 25, 1974 (Affix Seal)

Notary Public

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named W. B. Goodwin and wife, Lenora Goodwin-Maurice W. Pinson, Trustee: the 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 17th day of November, 1972

Commission Expires April 25, 1974 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 _____

NOV20 72	CONV	90,000.00		
NOV20 72	CONV	67,050.00		
NOV20 72	MORTG	90,000.00		
NOV20 72	MORTG	35,610.00		
NOV20 72	S'TAX		A*	408.20
NOV20 72	S'TAX		A*	123.60
NOV20 72	PRFEE		A*	.50
NOV20 72	WDEED		A*	6.00 * 538.30

INSTALLMENT DEED

229071-gh

FROM

W. B. GOODWIN ET UX

To

MAURICE W. PINSON, TRUSTEE with full power

B 8 4 7 0 4

IDENTIF. REFERENCE

Nov 20 11 41 AM '72

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TENN.

FILE TENNESSEE TITLE CO.

Published by

TENNESSEE TITLE COMPANY

2114 Parkway Towers

404 James Robertson Parkway

NASHVILLE, TENNESSEE 37219

Phone 259-2290

FORM NO. 1005 - REVISED

TENNESSEE TITLE ASSOCIATION