MAIL TO: JIM STEVENS RLTY. AUCTION
3937 GALLATIN RD. NASHVILLE, TENN.

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD-4

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

TO
Ezell Dickerson, Trustee

For draftsman's use
This instrument prepared by
GULLETT, STEELE, SANFORD, ROBINSON & MERRITT
L & C Tower, Nashville, Tenn.

BOOK 4665 PAGE 735

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Ezell Dickerson, Trustee (NAME)	Ezell Dickerson, Trustee (NAME)	May 6 B parcel 40
3926 Gallatin Rd. (STREET ADDRESS OR ROUTE NUMBER)	3926 Gallatin Road (STREET ADDRESS)	
Nashville, Tenn. 37216 (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee (CITY) (STATE) (ZIP)	

B8838 1

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

DEC 19 3 23 PM '72

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 5,500.00 Allen Jr. Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 1ST DAY OF November 1972.

Kenneth L. Campbell
Notary Public

MY COMMISSION EXPIRES: October 25, 1976

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Five Thousand Five Hundred & No/100---------- DOLLARS

of which $ 1,100.00 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 $4,400, 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 May 1, 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 Ezell Dickerson, Trustee with full power to mortgage, sell, transfer, and convey without the joinder of any beneficiary.

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

A tract of land in the 8th Civil Dictrict of Davidson County, Tennessee, being tract #28 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 July 14, 1972, as follows:

Fronts 385.5' on the centerline of Biggs Road and runs back between lines 1209.9' on the South and 1430.34' on the North to a line on which it measures 600' and containing 13.98 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, Deceased, of record in Will Book 89, page 296, Office of Probate Court of Davidson County, Tennessee.

Restrictive covenants of record in Bk.4622, p.154, R.O.D.C., and Bk.160, p. 86, R.O.C.C., apply to this property.
1972 taxes are prorated and assumed by the Grantors.

This is unimproved (X) 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. We covenant [illegible] the said real estate is free from encumbrance, except as herein set forth, and 1972 taxes which have been prorated and assumed by the Grantors. We further covenant [illegible] forever defend the title to the said real estate to said grantees, their heirs and assigns, against [illegible] claims.

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. Lentz 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, to be 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 1st day of Nov. 19 72.

Ezell Drake as Trustee — James W. Allen Jr. as Trustee
First American Bank Co Executor
by: Emmett Russell Jr.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Kenneth L. Campbell, a Notary Public in and for said County and State, the within named James W. Allen, Jr.

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 1st day of November, 19 72.

Kenneth L. Campbell, Notary Public.

Commission expires October 25, 1976.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Francis E. Carter III, 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 Asst T.O. of the First American National Bank, the within named bargainor, a corporation, and that he as such Asst T.O., 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 T.O.

Witness my hand and seal, at office in Nashville, Tennessee, this 1st day of November, 19 72.

Francis E. Carter III, Notary Public.

Commission expires _____.

My Commission Expires August 14, 1976

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STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned ~~Eleanor Jackson~~, a Notary Public in and for said State and County, the within named

Ezell Dickerson, Trustee,

the bargainors, 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 10th day of November, 1972.

Notary Public

My commission expires: ~~August 4, 1974~~ My Commission Expires Nov. 20, 1972

DEC 1972	CONV	*5,500.00				
DEC 1972	MORT'G	*4,400.00				
DEC 1972	S'TAX		A*	14.30		
DEC 1972	S'TAX		A*	2.40		
DEC 1972	PR'FEE		A*	.50		
DEC 1972	W'DEED		A*	6.00	*	23.20