11-1

INSTALLMENT DEED

9/014-13, GT

For and in Consideration of the sum of FIFTY TWO THOUSAND FIVE HUNDRED AND NO/100 ---

----------($52,500.00)---------- Dollars,

of which NINE THOUSAND THREE HUNDRED SEVENTY FIVE AND NO/100--($9,375.00)---- Dollars,

has been paid in cash by Edith L. Williams; Vernon M. Williams, Jr., and wife, Kay O. Williams; and James A. Charron and wife, Patricia W. Charron
the receipt of which is hereby acknowledged, and for the remainder FORTY THREE THOUSAND ONE

HUNDRED TWENTY FIVE AND NO/100 ----------($43,125.00)---------- Dollars,

the said Edith L. Williams; Vernon M. Williams, Jr., and wife, Kay O. Williams, and James A. Charron and wife, Patricia W. Charron have executed their one note of even date herewith in the original principal amount of $43,125.00, payable to the order of First National Company in 5 annual installments of $8,625.00 each, the first of which is due and payable on or before the 29th day of December, 1973, and thereafter a like amount on or before the 29th day of each succeeding December, with the last and final installment being due and payable on or before the 29th day of December, 1977. The unpaid principal bears interest at the rate of 7% per annum, to becomputed on the unpaid principal balance from time to time and to become due and payable on each and every payment date, all in accordance with the terms and conditions as set out in said note.

all of said notes bearing 7 per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained

on the land herein conveyed, First National Company

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have this day bargained and sold, and do hereby transfer and convey unto the said Edith L. Williams, a 1/3 undivided interest, Vernon M. Williams, Jr., and wife, Kay O. Williams, a 1/3 undivided interest, and James A. Charron and wife, Patricia W. Charron, a 1/3 undivided interest, their heirs and assigns,
certain real estate in Davidson County, Tennessee, as follows:

TRACT 1: A tract of land situated in the 4th Civil District of Davidson County, Tenneasee, and on the west side of Swinging Bridge Road and east of the Tennessee Central Railroad right of way at Old Hickory, Tennessee.

BEGINNING on an iron pipe at the intersection of east edge of Tennessee Central Railroad right of way and west edge of Swinging Bridge Road a point 46 feet south of intersection of center lines of Swinging Bridge Road and Cinder Road and runs as follows: S 48 - 35 E. 117.5 ft. with the west edge of Swinging Bridge Road right of way to an iron pipe; S 62 - 30 E. 177.6 ft. with the west edge of Swinging Bridge Road right of way to an iron pipe; S 48 - 35 E. 379.7 ft. with the west edge of Swinging Bridge Road right of way to an iron pipe; S 41 - 30 W. 74 ft. to an iron pipe in east edge of TCRR right-of-way; N. 48 - 35 W. 550.8 ft. with the east edge of TCRR right of way to an iron pipe; thence with the curve turning right, angle 30 degrees radius 235 ft. length 124.68 ft. with the east edge of TCRR right of way to the beginning, containing 0.94 acres.

TRACT 2: A tract of land situated in the 4th Civil District of Davidson County, Tennessee at Old Hickory, west of Swinging Bridge Road and TCRR and south of Keeton Ave.

BEGINNING on an iron pipe at the intersection of the south edge of Keeton Ave. right of way and west edge of Swinging Bridge road right of way and runs as follows: S 48 - 45 E. 326.2 ft. with the west edge of Swinging Bridge Road to an iron pipe at intersection of the west edge of TCRR right of way and west edge of Swinging Bridge Road; thence with the curve turning left; angle 35 - 59 degrees, radius 260 ft., length 159.75 ft. with the west edge TCRR right of way to an iron pipe, S 48 - 45 E 550.8 ft. with the west edge TCRR right of way to an iron pipe, S 41 - 30 W 361 ft. to an iron pipe; N 45 - 48 W 1052.2 ft. to an iron pipe in south edge of Keeton Ave. right of way; N 43 - 49 E. 409.5 ft. with the south edge of Keeton Ave. right of way to

the beginning, containing 9.39 acres.

Being part of the same property conveyed to First National Company, by deed from Nashville Industrial Corporation, of record in Book 3643, page 563, Register's Office for Davidson County, Tennessee.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Edith L. Williams; Vernon M. Williams, Jr., and wife, Kay O. Williams; and James A. Charron and wife, Patricia W. Charron, their heirs and assigns forever. It covenants that it 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.

It further covenants and binds itself, its successors ~~heirs~~ and representatives, to warrant and forever defend the title to said real estate to said Edith L. Williams; Vernon M. Williams, Jr., and wife, Kay O. Williams; and James A. Charron and wife, Patricia W. Charron, 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 Edith L. Williams; Vernon M. Williams, Jr., and wife, Kay O. Williams; and James A. Charron and wife, Patricia W. Charron do hereby transfer and convey unto Jno. B. Cobb, Jr., 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 Edith L. Williams; Vernon M. Williams, Jr., and wife, Kay O. Williams, and James A. Charron and wife, Patricia W. Charron 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 interst 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 Edith L. Williams; Vernon M. Williams, Jr., and wife, Kay O. Williams, and James A. Charron and wife, Patricia W. Charron 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 trust 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 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 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 Edith L. Williams; Vernon M. Williams, Jr., etux, Kay O. Williams, and James A. Charron and wife, Patricia W. Charron 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 Jno. B. Cobb, Jr., Trustee, shall be vested in said successor.

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 First National Company and Edith L. Williams; Vernon M. Williams, Jr., and wife, Kay O. Williams, and James A. Charron and wife, Patricia W. Charron hereunto set our hands at Nashville, Tennessee, this the 29th day of December 1972

FIRST NATIONAL COMPANY

By Harold O. Davis
Harold O. Davis
Vice President

Edith L. Williams
Edith L. Williams

Vernon M. Williams, Jr.
Vernon M. Williams, Jr.

Kay O. Williams
Kay O. Williams

James A. Charron
James A. Charron

Patricia W. Charron
Patricia W. Charron

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Jo Ann Smith, a Notary Public in and for said County and State, the within named Edith L. Williams, Vernon M. Williams, Jr., and wife, Kay O. Williams; and James A. Charron and wife, Patricia W. Charron

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 day of December, 1972

Jo Ann Smith, Notary Public.

Commission Expires May 15, 1973

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

STATE OF _____

JAN-5	CONV			52,500.00	
JAN-5	MORTG	County.		43,125.00	
JAN-5	STAX		A*	136.50	
JAN-5	TAX		A*	41.10	
JAN-5	RECFEE		A*	.50	
JAN-5	WDEED		A*	8.00	* 186.10

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the bargainor, with whom I am personally acquainted, and who acknowledged that executed the within instrument for the purposes therein contained.

Witness my hand and official seal at _____ this _____ day of _____, 19__

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BOOK 4670 PAGE 344

Before me, Jo Ann Smith, a Notary Public of the State and County aforesaid, personally appeared Harold O. Davis, with whom I personally acquainted, and who, upon oath, acknowledged him self to be Vice President of the First National Company, the within named bargainor, a corporation, and that he as such Vice President, 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 Vice President.

Witness my hand and seal, at office in Nashville, Tennessee this 29th day of December, 19 72

Jo Ann Smith, Notary Public.

Commission expires May 15, 1973

(over for additional acknowledgements)

DO NOT PUBLISH

Cutting 1/11 126592

INSTALLMENT DEED

FROM FIRST NATIONAL COMPANY

TO EDITH L. WILLIAMS, VERNON M. WILLIAMS, JR., AND WIFE JAMES A. CHARRON AND WIFE

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

B 9028 I

IDENTIF. REFERENCE

JAN 5 3 40 PM '73
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Vernon M. Williams, Jr., etal (NAME)	Vernon M. Williams, Jr. (NAME)	
P. O. Box 7298 (STREET ADDRESS OR ROUTE NUMBER)	P. O. Box 7298 (STREET ADDRESS)	
Nashville, Tennessee (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee 37210 (CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

This instrument was prepared by Jno. B. Cobb, Jr., Attorney at Law Stahlman Building, Nashville, Tenn.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 52,500.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 29th DAY OF December, 1972

Jo Ann Smith
Notary Public

MY COMMISSION EXPIRES: May 15, 1973

(AFFIX SEAL)