Installment Deed BOOK 4673 PAGE 458

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
John E. Moll	Same	103-16-24
(NAME:)	(NAME:)	
132 Ensworth Avenue		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of One Hundred Twenty-seven Thousand and No/100----------($127,000.00)----------*Dollars, of which* Forty-three Thousand and No/100----------($43,000.00)----------*Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Eighty-four Thousand and No/100----------(84,000.00)----------*Dollars,*

John E. Moll *has executed*

one note of even date herewith in the principal sum of $84,000.00, payable to the order of grantors on or before three years from date with interest from date at the rate of 7-1/2% per annum, payable quarterly, with the privilege of extending for an additional two years upon the payment of $10,000.00 or more during the first term of the three years,

This Instrument Was Prepared By

Dewey W. Pedigo (J.H.)

Of The Law Firm Pedigo & Saindon

Stahlman Building: Nashville, Tennessee

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, Third National Bank in Nashville, Trustee, pursuant to the will of Wendell J. Phillips, of record in Will Book 100, page 13, Probate Court of Davidson County, Tennessee, Ann Phillips Harmer, and Francis Phillips Ward

have this day bargained and sold, and do hereby transfer and convey unto the said John E. Moll

~~successors~~, *heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Three tracts of land in the 7th Civil District of Davidson County, Tennessee, being more fully described as follows:

TRACT NO. 1: Being that certain 936/1000 acre tract on the plat of the west part of the land formerly owned by the Society of Jesus, of record in Plan Book 547, page 10, Register's Office of Davidson County, Tennessee, and being a part of the tract of 56.8 acres of land conveyed to Lillian B. Crockett by deed of record in Book 577, page 51, said Register's Office, more particularly described as follows:

Beginning at a point in the center of Ensworth Avenue, being the southwest corner of the property purchased by Louise McClure Tinsley from Robert Vaughn, Clerk and Master, by deed of record in Book 342, page 598, said Register's Office, (later the property of the University of Nashville, MBA) it being also the northwest corner of the tract purchased by Lillian B. Crockett from the Catholic Society of Religious and Literary Education by deed of record in Book 577, page 51, said Register's Office, said point being 842 feet south 1 1/2° west from the intersection of the center of Ensworth Avenue with the center of Harding Road; thence with the southerly margin of said University of Nashville property south 87° East 433 feet to the westerly margin of a 40 foot street; thence with the westerly margin of said street south 1 1/2° West 100 feet, thence north 87° West 433 feet, to a point in the center of Ensworth Avenue; thence with the center of Ensworth

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater for this transfer is $127,000

Affiant

Subscribed and sworn to before me, this the 14th day of January, 1973

Notary Public

My commission expires: May 18, 1976 (Affix Seal)

RECEIVED FOR RECORD MAY 19 1972 DAVIDSON COUNTY TENNESSEE

Avenue north 1 1/2° East 100 feet to the beginning, containing approximately 1 acre, more or less.

TRACT NO. 2: Beginning at a point in the center of Ensworth Avenue, said point being the southwest corner of the tract of land purchased by the University of Nashville from Louise McClure Tinsley and husband, by deed of record in Book 448, page 540, said Register's Office, and said point being also the northwest corner of the tract of land known as the Jesuit Property; running thence with a northeast boundary of said Jesuit Property south 87° East 433 feet to a point in the westerly margin of a 40-foot street; thence with the westerly margin of said street north 1 1/4° East 55 feet to a point, being the southeast corner of a tract of land, sold by the University of Nashville to E. E. Murrey; thence with the south boundary of said land sold to E. E. Murrey north 87° West 433 feet to a point in the center of Ensworth Avenue; thence along the center of Ensworth Avenue south 1 1/2° West 55 feet to the point of beginning, containing 1/2 acre, more or less.

TRACT NO. 3: Being part of a tract of 1.405 acres on the plat of the west part of the land formerly owned by the Society of Jesus, of record in Book 547, page 10, Register's Office of Davidson County, Tennessee, and described more particularly as follows:
Beginning at a point in the center of Ensworth Avenue at the southwest corner of a lot conveyed by First Savings Bank & Trust Company, Trustee, to F. M. Bass by deed recorded in Book 613, page 497, said Register's Office; thence southerly with the center of said Ensworth Avenue 20 feet; thence east and parallel with said Bass' south line 433 feet to the west margin of a 40 foot street; thence with the west margin of said street north 20 feet to said Bass' southeast corner; thence with said Bass' south line westerly 433 feet to the beginning.

Three tracts of above described were conveyed to Sadie D. Bass by deed from F. M. Bass, of record in Book 1140, page 406, Register's Office of Davidson County, Tennessee. The said Sadie D. Bass subsequently died intestate, being survived by Francis M. Bass, Jr., Mary Bass Phillips, and James O. Bass, as her only heirs-at-law. The said Mary Bass Phillips subsequently died testate, devising her interest in the subject property under the terms of her will of record in Will Book 69, page 43, Office of the County Court Clerk of said County, to Wendell Phillips, Trustee of Trust A and Trust B. Thereafter the said Francis M. Bass, Jr., died intestate, leaving James O. Bass and Ann Phillips Harmer and Francis Phillips Ward as his only heirs-at-law. Thereafter James O. Bass conveyed his interest in the subject property to Wendell Phillips, Trustee of Trust A under the will of Mary Bass Phillips, by deed of record in Book 2998, page 133, Register's Office of said County. As provided by Trust B under the Will of Mary Bass Phillips, deceased, the entire interest of Ann Phillips Harmer and Francis Phillips Ward in the subject property were distributed to them as each attained the age of 25 years. Thereafter Wendell J. Phillips died testate, exercising the power of appointment as to the corpus of Trust A under the said Will of Mary Bass Phillips, thereby devising an undivided interest in the subject property under the terms of his will of record in Will Book 100, page 13, Office of the Probate Court of said County, to the Third National Bank in Nashville, Trustee.

The said Ann Phillips Harmer and Francis Phillips Ward join in the execution of this deed for the additional purpose of conveying all interest in the above described property that accrued to them or may hereafter accrue to them under the terms of Trust B of the will of Mary Bass Phillips, of record in Will Book 69, page 43, Office of the County Court Clerk of Davidson County, Tennessee.

unimproved ( )
This is improved ( ) property, known as 132 (House Number) Ensworth Avenue (Street) P. O. Address: Nashville (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said John E. Moll, his *(successors), heirs and assigns forever.* We *covenant 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 said real estate to said* John E. Moll, his *(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 John E. Moll *hereinafter referred to as trustors, hereby transfer and convey unto* Raymond H. Darrow, *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 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 the sum of $....., or at least the maximum insurable value, until the indebtedness herein secured is 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 or holder of said indebtedness as his interest may appear.

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 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.

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 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 17th day of January 19 73

ATTEST:

Helen W. Cragon
TRUST OFFICER

John E. Moll

Mrs. Marjorie C. Moll

THIRD NATIONAL BANK in NASHVILLE, TRUSTEE

By: A. P. Phillips

Ann Phillips Harmer

Ann Phillips Harmer

Frances Phillips Ward

Francis Phillips Ward

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Elizabeth C. Lawson *a Notary Public in and for said County and State,* Ann Phillips Harmer, Francis Phillips Ward

the within named 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 Nashville *Tennessee, this* 17 *day of* Jan *, 19* 73

Elizabeth C. Lawson *Notary Public*

Commission expires May 10, 1976

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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Personally appeared before me, Earline Fann, *a Notary Public in and for said County and State,* John E. Moll and Marjorie E. Moll

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 19th *day of* January, *19* 73

Earline Fann *Notary Public*

Commission expires May 10, 1976

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Earline Fann, *a Notary Public of the State and County aforesaid, personally appeared* D. F. Phillips *with whom I am personally acquainted, and who, upon oath, acknowledged* himself *to be* Vice President *of the* Third National Bank in Nashville, Trustee *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* himself *as* Vice President.

Witness my hand and seal, at office in Nashville, Tennessee
this 19th *day of* January, *19* 73

Earline Fann *Notary Public*

Commission expires May 10, 1976

JAN 1973	CONV	90,000.00			
JAN 1973	CONV	37,000.00			
JAN 1973	MORT'G	84,000.00			
JAN 1973	S'TAX		A*	330.20	
JAN 1973	S'TAX		A*	82.00	
JAN 1973	PR'FEE		A*	.50	
JAN 1973	W'DEED		A*	10.00	* 422.70

INSTALLMENT DEED

FROM
Third National Bank in Nashville, Trustee, et al

TO
John E. Moll

391790

IDENTIF. REFERENCE

JAN 19 1 54 PM '73

FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TENN.

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