Installment Deed BOOK 4681 PAGE 776

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
R. E. Hooper, Jr.	Same	
(NAME)	(NAME)	56
2821 Lebanon Pk		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	50 Part
Nash. Tenn 37214		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of SEVENTY-FIVE THOUSAND AND NO/100 ($75,000.00) *Dollars,*

of which FIFTEEN THOUSAND AND NO/100 ($15,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder SIXTY THOUSAND AND NO/100 ($60,000.00) *Dollars,*

R. E. Hooper, Trustee, *has executed*

an installment deed note in the principal amount of $60,000.00 payable to the order of Hazel Edith Raney Faris in six equal annual installments of $10,000.00 each, plus interest at the rate of 6% per annum on the unpaid principal balance, with the first installment of $10,000.00 plus interest as set out, due and payable January 20, 1974, and an installment plus interest as set out is due and payable on the same date of each succeeding year, until the entire amount, both principal and interest, has been paid in full. This note may be paid in full at any time without penalty.

THIS INSTRUMENT WAS PREPARED BY Lorraine C. Levine OF THE LAW OFFICE, LEVINE & ROSENBLUM, 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,

I, Hazel Edith Raney, now Faris, *have this day bargained and sold, and do hereby transfer and convey unto the said* R. E. Hooper, Trustee, with full power to sell, transfer, convey, mortgage or encumber without the joinder of any beneficiary, his successors in trust *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land lying and being in the 4th Civil District of Davidson County, Tennessee, and described according to a survey made by Tennessee Valley Engineers, Inc., September, 1967, as follows, to wit:

Beginning at a point in the southerly margin of Central Pike, said point being located on the easterly boundary line of Tennessee Central Railroad property; thence along the southerly margin of Central Pike, south 77° 00' east 390.0 feet to a point; thence continuing along the southerly margin of Central Pike in an easterly direction 227.0 feet to a point; thence leaving Central Pike, south 27° 28' east 90.0 feet to a point; thence north 87° 42' east 56.5 feet to Old Pier Base; thence south 8° 15' west 719.5 feet to a point; thence south 74° 14' west 950 feet to a point; thence north 87° 45' west 301.5 feet to a point in the easterly boundary line of Tennessee Central Railroad property; thence along said railroad property north 18° 15' east 375.0 feet to a point; thence continuing along the said railroad property in northerly direction 974.0 feet to the point of beginning, containing 23.68 acres, more or less.

Being the same property conveyed to L. R. Raney and wife, Hazel Edith Raney, by deed from Bobbie Inez Hewitt and husband, C. D. Hewitt, of

(Continued)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 75,000.00

Affiant

Subscribed and sworn to before me, this the 16 day of February 1974

My commission expires: Oct 26, 1974

(Affix Seal)

Notary Public

record in Book 1274, page 252, Register's Office for Davidson County, Tennessee, and by deed from Nora J. Cantrell and husband, D. W. Cantrell, of record in Book 4162, page 393, Register's Office for Davidson County, Tennessee. The said L. R. Raney is now deceased. The said Hazel Edith Raney is now Hazel Edith Raney Faris.

It is understood and agreed by all parties as follows:

1. In consideration of the down payment shown above of $15,000.00 the grantor hereby agrees to release from the lien retained 3 acres and said 3 acres shall be located in the northeast corner of said tract herein conveyed, with a frontage of 227.0 feet on the southerly margin of Central Pike and extending back a sufficient depth to contain the 3 acres. Survey of the 3 acres to be released shall be furnished to the grantor at the expense of the grantee.

2. Hazel Edith Raney, now Faris, further agrees that she will release additional property at the rate of $4,000.00 per acre, providing that the next property to be released is that property which is contiguous to the original 3 acres that is released in this Installment Deed. All future release of acreage must be contiguous with that acreage which has been previously released. Only R. E. Hooper, Trustee, or his successors and assigns may designate how much acreage is to be released.

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

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said R. E. Hooper, Trustee, his successors in trust, ... *heirs 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.*

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* R. E. Hooper, Trustee, 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 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 R. E. Hooper, Trustee, ... *hereinafter referred to as trustors, hereby transfer and convey unto* Lawrence E. Levine *, 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 be 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.

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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 14 *day of* February, *19* 73.

Hazel Edith Raney Faris

Hazel Edith Raney Faris

R. B. Hagar Trustee

R. B. Hagar

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Robert S. Richardson, *a Notary Public in and for said County and State,* Hazel Edith Raney Faris,

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

Witness my hand and official seal at Sarasota, Florida
this 14 *day of* February, *19* 73.

Robert S. Richardson *Notary Public*

Commission expires MAY 12, 1974

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STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Bernard M Rosenblum, *a Notary Public in and for said County and State,* R. E. Hooper, Trustee, + R E Hooper

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

Witness my hand and official seal at Nashville, Tennessee, *this* 16 *day of* February, *19* 73.

Commission expires

My Commission expires on 4-27-76

Bernard M Rosenblum
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.....

FEB16'73	CONV	75,000.00			
FEB16'73	MORT'G	60,000.00			
FEB16'73	S'TAX		A*	195.00	
FEB16'73	S'TAX		A*	58.00	
FEB16'73	PR'FEE		A*	.50	
FEB16'73	W'DEED		A*	8.00	* 261.50

INSTALLMENT DEED

FROM

HAZEL EDITH RANEY, NOW FARIS

TO

R. E. HOOPER, TRUSTEE

B 9 5 1 4 3

IDENTIF. REFERENCE

FEB 16 4 22 PM '73

DAVIDSON COUNTY, TENN.

Compliments of

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