This Instrument Was Prepared By: William J. Faimon, Attorney
200 Court Square Building
Nashville, Tennessee 37201

# Installment Deed

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| RONALD L. BARGATZE (NAME) | SAME | |
| 497 Hogan Road (STREET ADDRESS OR ROUTE NUMBER) | BOOK 4700 PAGE 631 (STREET ADDRESS) | 75 |
| Nashville Tenn. (CITY) (P. O. ZONE) (STATE) | (CITY) (ZONE) (STATE) | 75 Pt |

*FOR AND IN CONSIDERATION of the sum of* -----One Hundred Thousand & no/100-- ----------($100,000.00)---------- *Dollars,*

*of which* -----Twenty-Nine Thousand & no/100---------- ----------($29,000.00)---------- *Dollars, has been paid in cash,*

*the receipt of which is hereby acknowledged, and for the remainder* -----Seventy-One Thousand & no/100----------($71,000.00)---------- *Dollars,*

RONALD L. BARGATZE and DOUG C. JONES

*have executed*

an installment deed note of even date herewith in the principal sum of $71,000.00 payable to L. W. Neal and wife, Lettie West Neal, payable in five (5) yearly installments as follows: On the 23rd day of April, 1974, the sum of $26,000.00, plus interest at the rate of 7 1/4%; and thereafter on the 23rd day of April, 1975, the sum of $15,000.00, plus interest at the rate of 7 1/4%; and thereafter on the 23rd day of April, 1976, the sum of $10,000.00, plus interest at the rate of 7 1/4%; and thereafter on the 23rd day of April, 1977, the sum of $10,000.00, plus interest at the rate of 7 1/4%; with a final payment being due and payable on the 23rd day of April, 1978, in the amount of $10,000.00, plus interest at the rate of 7 1/4%. Buyers reserve the right to prepay any and all payments on said note without penalty, after April 23, 1974.

*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,* L. W. NEAL and wife, LETTIE WEST NEAL

*have this day bargained and sold, and do hereby transfer and convey unto the said* RONALD L. BARGATZE and DOUG C. JONES

their *(successors), heirs and assigns,*

*certain real estate in Davidson County, Tennessee, as follows:*

A tract of land in the 4th Civil District of Davidson County, Tennessee, being the Dower Tract, containing 63 acres, and Lot "F", containing 27 acres, and a 1 acre tract known as the "Mill Tract", on the Plan of the division of the lands of William S. Hays, deceased, as of record in Minute Book "I", Page 369, County Court for said County, described together according to a survey made October 11, 1937, by John Wilkes, Civil Engineer, as follows:

Beginning in the center of Stoners Creek, the southwesterly corner of the "Dower"; and running thence south 57° east, with the southwestern boundary line of said Dower Tract, 2614 feet to an iron pin in the center of a County Road, the southeasterly corner of said tract; thence north 25 1/2° east, with the center of said County Road, 789 feet to an iron pin; thence continuing with the center of said County Road, north 50° west to the southeast corner of a small tract of land conveyed to Mrs. Anna Morris, by deed from Mrs. Parmelia E. Wright, of record in Book 548, Page 55, in all 1962 feet to an iron pin on the abandoned tract of the Nashville, Chattanooga & St. Louis Railway, the southwest corner of a small tract of land conveyed to Leanna Morris, by deed from S. W. and M. C. Wright, of record in Book 612, Page 401, Register's Office for said County; thence with said abandoned tract, north 44° east 257 feet and north 59° east 402 feet to an iron pin on the eastern boundary line of said Lot "F"; thence north 15 1/2° east, with said line, 508 feet to the center of Stoners Creek; thence with center of said Stoners Creek, south 45 1/2° west 206 1/4 feet, north 72 1/2° west 264 feet, north 57° west 330 feet, north 49° west 165 feet, north 69 1/2° west 280 1/2 feet, south 77 1/2° west

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 100,000.00

Affiant

Subscribed and sworn to before me, this the 23rd day of April, 19 73

Notary Public

My commission expires: 2/3/74 (Affix Seal)

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

132 feet, south 81° west 264 feet, south 59° west 348 feet, south 14 1/2° east 540 feet, south 21° east 942.5 feet, and south 53 1/2° west 553 feet to the beginning, containing in all 88 acres, more or less.



Included in the above description, but excluded therefrom, is that part of said property conveyed to William L. Tune, Jr. and wife, Mildred Lucile Tune, by deed from L. W. Neal and wife, Lettie West Neal, of record in Book 3128, Page 151, Register's Office for Davidson County, Tennessee.
Included in the above description, but excluded therefrom, is that part of said property conveyed to John W. Luhrs and wife, Frances E. Luhrs, by deed from L. W. Neal and wife, Lettie West Neal, of record in Book 4035, Page 381, Register's Office for Davidson County, Tennessee.
Included in the above description, but excluded therefrom, is that part of said property conveyed to Billie F. Bethel and wife, Barbara E. Bethel, by deed from L. W. Neal and wife, Lettie West Neal, of record in Book 4129, Page 573, Register's Office for Davidson County, Tennessee.

Being part of the property conveyed to L. W. Neal and wife, Lettie West Neal, and Lester H. West, by deed from A. L. Hager, of record in Book 2991, Page 634, Register's Office for said County.
Also being part of the property conveyed to L. W. Neal and wife. Lettie West Neal, by deed from Lester H. West, of record in Book 3104, Page 621, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, known as Chandler Road, Donelson, Tennessee
(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* RONALD L. BARGATZE and DOUG C. JONES *their (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 and our *heirs and representatives, to warrant and forever defend the title to said real estate to said* RONALD L. BARGATZE and DOUG C. JONES *their (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* RONALD L. BARGATZE and DOUG C. JONES *hereinafter referred to as trustors, hereby transfer and convey unto* WILLIAM J. FAIMON, *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.*

BOOK 4700 PAGE 633

*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* 23rd *day of* April, *19* 73

L. W. Neal Jr.
Lettie West Neal
Ronald L. Bargatze
Doug C. Jones

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

*Personally appeared before me,* Carolyn Hastings, *a Notary Public in and for said County and State,* L. W. NEAL and LETTIE WEST NEAL and RONALD L. BARGATZE and DOUG C. JONES

*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* 23rd *day of* April, *19* 73

Carolyn Hastings *Notary Public*

*Commission expires* 2/3/74

STATE OF.....
COUNTY OF.....

*Personally appeared before me,* .....*, a Notary Public in and for said County and State,* .....
.....
*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.....,*
*this.....day of....., 19.....*

.....*Notary Public*

*Commission expires.....*

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.....*

| | | | | | |
|---|---|---|---|---|---|
| APR23'73 | CONV | 99,000.00 | | | |
| APR23'73 | CONV | *1,000.00 | | | |
| APR23'73 | MORTG | 71,000.00 | | | |
| APR23'73 | ST TAX | | A* | 260.00 | |
| APR23'73 | ST TAX | | A* | 69.00 | |
| APR23'73 | PRT FEE | | A* | .50 | |
| APR23'73 | W DEED | | A* | 8.00 | * 337.50 |

INSTALLMENT DEED

FROM
L. W. NEAL, ET UX

TO
RONALD L. BARGATZE, ET AL

C 0 3 4 8 8

IDENTIF. REFERENCE

APR 23 3 18 PM '73

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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