This Instrument Was Prepared
From Information Furnished Dewey W. Pedigo

Installment Deed

BOOK 1705 PAGE 612

Of The Law Firm, Pedigo & Saindon, Stahlman Bldg. Nashville, Tennessee

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Sam Neal et al (NAME:)	Same (NAME:)	142 5060 & 5000
Mail 5109 Arnalie Dr. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Map 45 parcel 8.1
Nash. Tenn 37211 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	45 8 SH

FOR AND IN CONSIDERATION of the sum of THIRTY THOUSAND AND NO/100 ($30,000.00) ---------- *Dollars,*

of which ----------FIVE THOUSAND AND NO/100 ($5,000.00)---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder TWENTY-FIVE THOUSAND AND NO/100 ($25,000.00)---------- *Dollars,*

Sam Neal, James Dawson and Robert Ethridge *have executed*

an installment deed note in the principal amount of $25,000.00 payable to the order of James Elmo Leslie. Said note being payable in 10 equal annual installments of $2,500.00 each, plus interest at the rate of 6% per annum on the unpaid principal balance, with the first installment being due and payable July 1, 1974 and thereafter on the same day of each succeeding year alike amount, plus interest as set out above, is due and payable until the entire amount, both principal and interest have been paid in full.

The grantees shall have the right to cut, take and remove from said tract of land all timber, and the grantors hereby release the herein lien on all timber.

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,

James Elmo Leslie and wife, Elna Leslie

have this day bargained and sold, and do hereby transfer and convey unto the said

Sam Neal, James Dawson and Robert Ethridge

their ~~(successors)~~, *heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows: Tract No. 1:

Located in the 14th, (formerly the 24th) Civil District of said County, and being part of Lot No. 2 of the Plan of the Division of the lands of Jesse F. Carney, deceased, as of record in Minute Book "K", page 661, of the County Court of said County.

Beginning at an old marked beech on the south bank of Little Marrowbone Creek; thence south 52° west 10 poles; thence south 27° west 7 poles; thence south 42° west 13 poles; thence south 80° west 60 poles to a stake, formerly a sycamore; thence south 33° west 18 poles; thence south 19° west 30 poles to a stake, formerly a sycamore; thence south 2½° east 61 poles to a dogwood; thence south 54° east 40 poles to a beech and chestnut; thence north 1.8 poles to a stake, Nickens' northwest corner; thence with Nickens' line south 81½° east 117 poles to the center of a branch; thence up said branch with its meanders, north 50° east 4 poles; north 27° east 8 poles; north 45° east 18 poles; north 53° east 10 poles; north 43° east 20 poles; north 75° east 11.4 poles; north 46½° east 17 poles; north 63° east 30 poles; north 72° east 14 poles; north 34° east 5.4 poles and north 80° east 7.4 poles to a point in north boundary of the original tract; thence with same, west 145 poles to two hickories; thence north 82 poles to a hickory; thence north 16° west 6 poles to the beginning, containing 126.13 acres, more or less.

CONTINUED.....

STATE OF TENNESSEE
COUNTY OF Davidson

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

Subscribed and sworn to before me, this the 3rd day of May 1973

Affiant

My commission expires: 10-9-75 (Affix Seal)

Notary Public

Being the same property conveyed to James Elmo Leslie by deed from Orlean Graves Amis of record in Book 3376, page 369, Register's Office for Davidson County, Tennessee.

Tract 2: Land in the 14th Civil District of said County and State, being part of Lot No. 1 on the Plan of the Division of the Lands of Jesse F. Carney, deceased, as of record in Minute Book "K", page 661, County Court for said County, described according to a survey made by Hickerson & Hickerson, Engineers, October 29, 1962, and revised January 4, 1963, as follows:

Beginning at a large planted rock in the western boundary line of the property conveyed to James Elmo Leslie by deed from Orlean Graves Amis,of record in Book 3376, page 369, Register's Office for said County, being south 78° east 96 feet from the center of Little Marrowbone Creek Road; thence with said Leslie's western boundary line, south 38° west 297 feet to a stake, south 24° west 511.5 feet to a stake and south 2° 30' east 548 feet; thence with a fence south 81° 30' west 848 feet to an iron pin on the north bank of Little Marrowbone Creek; thence north 40° west 58.2 feet to an iron pin; thence north 72° east 150.7 feet to a stake; thence north 56° 54' east 107 feet to a stake; thence north 68° 45' east 100 feet to a stake; thence north 37° 11' east 127 feet to a stake; thence north 33° 26' east 169 feet to a stake; thence north 30° 20' east 100 feet to a stake; thence north 26° 26' east 227.4 feet to a stake; thence north 67° west 45 feet to a spike in the center of Little Marrowbone Creek Road; thence with same, north 35° 22' east 275 feet, north 28° 29'east 174 feet, north 35° 11' east 106.1 feet, north 47° 57' east 100 feet and north 55° 48' east 204 feet to a nail; thence south 78° east 96 feet to the beginning containing 9.3 acres, more or less.

Being the same property conveyed to James E. Leslie and wife, Elna Leslie by deed from Orlean G. Amis of record in Book 3501, page 141, Register's Office for Davidson County, Tennessee.

James E. Leslie and James Elmo Leslie is one and the same person.

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 Sam Neal, James Dawson and Robert Ethridge *their (HEIRS), heirs and assigns forever. covenant that 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 hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $3,000.00. Affiant Sam Neal

Subscribed and sworn to before me this 6th day of May 1963

Deputy Register

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Sam Neal, James Dawson and Robert Ethridge, their *(HEIRS), 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 Sam Neal, James Dawson and Robert Ethridge *hereinafter referred to as trustors, hereby transfer and convey unto* Dewey W. Pedigo, *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 27 *day of* April, *19* 73

GEORGE R. PATET
NOTARY PUBLIC - MINNESOTA
DAKOTA COUNTY
My Commission Expires Apr. 13, 1979

George R. Patet

Elmo Leslie

James E. Leslie

Robert Ethridge

Sam Neal

James C. Dawson

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Undersigned, *a Notary Public in and for said County and State,* James Elmo Leslie and Sam Neal, James Dawson and Robert Ethridge

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 [redacted] Ashland City, Tennessee, *this* 5 *day of* May, *19* 73

Donnie L. Jenan *Notary Public*

Commission expires 10-9-75

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

Personally appeared before me, ...*, a Notary Public in and for said County and State,* Elna Leslie .....

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.....,
this.....*day of*....., *19*73.

.....*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.....

INSTALLMENT DEED

FROM

JAMES ELMO LESLIE, ET UX

TO

SAM NEAL, ET AL

MAY-9??	CONV	30,000.00			
MAY-9??	MORT'G	25,000.00			
MAY-9??	S'TAX		A*	78.00	
MAY-9??	S'TAX		A*	23.00	
MAY-9??	PR'FEE		A*	.50	
MAY-9??	W'DEED		A*	8.00	* 109.50

C 0 5 7 8 2

IDENTIF. REFERENCE

MAY 9 11 44 AM '73

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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

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