BOOK 4723 PAGE 752

INSTALLMENT DEED

For and in Consideration of the sum of One Hundred Fifty-Two Thousand Eight Hundred and No/100 - - - ($152,800.00) - - - - - - - - - - - - - - Dollars, of which Forty-Four Thousand Three Hundred Twelve ($44,312.00) -- Dollars, has been paid in cash by Philhall Corporation and Randall Phillips Builders, Inc., the receipt of which is hereby acknowledged, and for the remainder of One Hundred Eight Thousand Four Hundred Eighty-Eight ($108,488.00) - - - - - - - - - Dollars, the said Philhall Corporation and Randall Phillips Builders, Inc., have executed their promissory note dated June 28, 1973, payable to the order of W. F. Moss and J. E. Moss in three annual installments, the amounts of same and due dates being as follows: June 28, 1974, $36,162.67; June 28, 1975, $36,162.67; June 28, 1976, $36,162.66; said note bearing interest at the rate of 7% per annum from date, payable on the unpaid balance on June 28, 1974, June 28, 1975, and June 28, 1976. The makers of said note may at any time after January 1, 1974, pay said note in full without penalty.

Said note provides 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, we, W. F. Moss and J. E. Moss

have this day bargained and sold, and do hereby transfer and convey unto the said Philhapp Corporation and Randall Phillips Builders, Inc., their successors and assigns

certain real estate in Davidson County, Tennessee, as follows: Land in the 2nd Civil District of Davidson County, Tennessee, being described according to a survey by Cummings & Cummings, Surveyors and Consultants, dated June, 1973, as follows: Beginning at a point on the southerly margin of Anderson Road, said point being the northeasterly corner of property conveyed to J. B. Knight and wife, Sarah C. Knight, by deed of record in Book 4232, page 779, Register's Office of said County; thence with the southeasterly margin of Anderson Road and with a curve northeastwardly and to the left, said curve having a radius of 443.47 feet, a total distance of 520.49 feet to a point; thence continuing with the easterly margin of Anderson Road North 6° 27' 40" East 369.20 feet to a point; thence leaving the said margin of Anderson Road and with a fence line North 89° 56' 10" East 817.13 feet to a point in an existing fence line; thence South 4° 01' 51" West 127.60 feet to a point; thence South 18° 24' 50" east 42.74 feet to a point; thence South 85° 17' 15" East with an existing fence line 583.76 feet to a point; thence with an existing fence line South 2° 32' 12" West 539.76 feet to a point; thence continuing with said fence line South 11° 22' 00" West 1,547.60 feet to a point; thence North 80° 32' 00" West 1,673.25 feet to a point; thence North 3° 28' West 369.60 feet to a point; thence South 86° 28' 00" East 150 feet to a point; thence North 3° 32' 00" East 887 feet to the point of beginning, containing 76,4 acres more of less.

Being part of the property conveyed to W. F. Moss and J. E. Moss by deed from Virdie L. Hill, of record in Book 3575, page 623, Register's Office for said County; and being property conveyed to W. F. Moss and J. E. Moss by deed from J. B. Knight and wife, Sarah C. Knight, of record in Book 4232, page 777, Register's Office of said County.

This conveyance is made subject to the 1973 taxes which are assumed by the Grantees and is subject to any rights of others in a graveyard 35 yards square *

This is unimproved ( ) improved (X) property, know as Anderson Road, Nashville, Tenn. 37217
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

* which was reserved in deed from B. J. Barnes and wife to G. W. Peay of record in Book 353, page 14, Register's Office for said County. Said graveyard is excluded from the covenants of Grantors hereinafter set forth.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Philhall Corporation and Randall Phillips Builders, Inc. 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. except as hereinabove stated.

We further covenant and bind ourselves, our heirs and personal representatives to warrant and forever defend the title to said real estate to said Philhall Corporation and Randall Phillips Builders, Inc., 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 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 Philhall Corporation and Randall Phillips Builders, Inc.,

do hereby transfer and convey unto Claude Callicott, 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 Philhall Corporation and Randall Phillips Builders, Inc, 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 $_____ 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 Philhall Corporation and Randall Phillips Builders Inc. 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 Philhall Corporation and Randall Phillips Builders, Inc., 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 Claude Callicott, 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 W. F. Moss, J. E. Moss, Philhall Corporation and Randall Phillips Builders, Inc., hereunto set our hands at Nashville, Tennessee, this the 28th day of June 1973

W. F. Moss

J. E. Moss

Philhall Corporation by [signature] President

Randall Phillips Builders, Inc., by [signature] President

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Jessie W. Hargis, a Notary Public in and for said County and State, the within named W. F. Moss and J. E. Moss

the bargainors, 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 28th day of June, 1973

Commission Expires Nov. 8, 1975

[signature], Notary Public at large for the State of Tenn.

STATE OF _____
_____ County.

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 _____

BOOK 4713 PAGE 755

STATE OF TENNESSEE }
COUNTY OF DAVIDSON } BOOK 4713 PAGE 755

Before me, Jessie W. Hargis, a Notary Public of the State and County aforesaid, personally appeared Randall Phillips, with whom I personally acquainted, and who, upon oath, acknowledged him self to be President of the Philhall Corporation and/President of Randle Phillips Builders, Inc., the within named bargainors a two corporations and that he as such 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 President.

Witness my hand and seal, at office in Nashville, Tennessee this 28th day of June, 1973.

Jessie W. Hargis, Notary Public at large for the State of Tennessee

Commission expires November 8, 1975

(over for additional acknowledgements)

JUN 29 73	CONV	90,000.00		
JUN 29 73	CONV	62,800.00		
JUN 29 73	MORT'G	90,000.00		
JUN 29 73	MORT'G	18,488.00		
JUN 29 73	S'TAX		A* 397.28	
JUN 29 73	S'TAX		A* 106.50	
JUN 29 73	PR'FEE		A* .50	
JUN 29 73	W'DEED		A* 8.00	* 512.28

INSTALLMENT DEED

FROM W. F. Moss and J. E. Moss

TO Philhall Corporation and Randall Phillips Builders, Inc.

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

C 13426

IDENTIF. REFERENCE

JUN 29 2 26 PM '73

FELIX Z. [illegible] REGIS. OF
DAVIDSON COUNTY, TENN.

VOLEY CO., NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Philhall Corporation & Randall Phillips Builders, Inc. (NAME)	same (NAME)	Map 150
3102 Ambrose Ave. (STREET ADDRESS OR ROUTE NUMBER)	same (STREET ADDRESS)	Par. 41, 162
Nashville, Tenn. 37207 (CITY) (STATE) (P. O. ZIP)	same (CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

Clara Collins
Nash. Trust Bldg
Nash. Tenn

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 152,800.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 28th DAY OF June 19 73

Jessie W. Hargis
Notary Public State of Tenn.

MY COMMISSION EXPIRES: Nov. 8, 1975

(AFFIX SEAL)