Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James H. Brewer and	None	
Eugene R. Williams	(NAME)	6D-41380
95 Ichetucknee Bridge Rd (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tenn. (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of One Hundred Thirty Thousand and 00/100 (130,000.00)---------- *Dollars,*

of which Thirty-two Thousand Five Hundred and 00/100 (32,500.00)---- ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder of Ninety-seven Thousand Five Hundred and 00/100 (97,500.00)---------- *Dollars,*

James H. Brewer ~~and wife, Elizabeth Brewer,~~ and Eugene R. Williams, ~~and wife, Rebecca Williams~~ Partners, *have executed* their promissory note of even date herewith payable to Grantors in three (3) equal annual installments of $32,500.00 each, together with interest at the rate of 7 per cent per annum, with the first annual payment being due on July 25, 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, we, LAMBERT LEHMAN HAILEY and JOHN T. HAILEY, JR.,

have this day bargained and sold, and do hereby transfer and convey unto the said JAMES H. BREWER and EUGENE R. WILLIAMS, partners, their

(successors), heirs and assigns,

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

A tract of land in the 6th, formerly the 8th, Civil District in said County, being part of Lot No. 8 on the Plan of lands of John Fitzhugh, deceased, as of record in Minute Book J, page 353, of the County Court of said County, and described according to a survey of John L. Murphy, Jr. & Co., dated July 13, 1973, as follows:

BEGINNING at an existing iron pipe lying on the westerly margin of Edmondson Pike, said iron pipe furhter described as being the northeast corner of the W. R. Nipper Property as of record in Book 4003, page 802, Register's Office for Davidson County, Tennessee; thence leaving the said margin of Edmondson Pike and running with the northerly line of the said W. R. Nipper Property north 86° 00' west a distance of 466.82 feet, more or less, to a point; thence leaving the said northerly line of W. R. Nipper and running with said W. R. Nipper's westerly line south 13° 50' 31" east a distance of 243.51 feet, more or less, to a point lying on the northerly line of the J. E. McFarland Property as of record in Book 4143, page 730, Register's Office for said County; thence running with the said northerly line of J. E. McFarland south 58° 38' west a distance of 36.61 feet, more or less, to an existing iron pin lying on the northerly margin of Old Hickory Boulevard; thence leaving the northerly

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater for this transfer is $130,000.00

Subscribed and sworn to before me, this the 25th day of July, 1973

Affiant

My commission expires November 13, 1973 (Affix Seal)

Notary Public

line of J. E. McFarland's Property and running with the said northerly margin of Old Hickory Boulevard in a westerly direction around a curve, having a radius of 473.22 feet, more or less, to the right a distance of 41.14 feet, more or less, to a point; thence north 43° 03' 03" west a distance of 110.5 feet, more or less, to a point; thence around a curve, having a radius of 741.2 feet to the left a distance of 468.94 feet, more or less, to a point; thence north 79° 18' 03" west a distance of 110.61 feet more or less, to a point, said point being further described as the southeast corner of the John T. and Lehman Hailey Property as of record in Book 4035, page 208, Register's Office for said County; thence leaving the said northerly margin of Old Hickory Boulevard and running with the easterly property line of the said John T. and Lehman Hailey Property north 60° 01' 12" east a distance of 210.50 feet, more or less, to a point; thence north 1° 31' 38" east a distance of 516.23 feet, more or less, to an existing corner post; thence leaving the said easterly line of John T. and Lehman Hailey Property and running with the southerly line of the John W. McConnell Property south 69° 10'18" east a distance of 463.0 feet, more or less, to an existing iron pin; thence south 56° 15' 18" east a distance of 159.42 feet, more or less, to a twin hackberry; thence south 54° 38' 18" east a distance of 261.6 feet, more or less, to a point lying on the westerly margin of Edmondson Pike; thence leaving the said southerly property line of John W. McConnell and running with the said westerly margin of Edmondson Pike south 13° 15' east a distance of 355.64 feet, more or less, to the point of beginning, containing 11.33 acres, more or less.

Being property conveyed to Lehman Hailey and John T. Hailey, Jr. by deed from B. C. Ferguson and wife, as of record in Book 3889, page 611, said Register's Office.

Said property is conveyed subject to TVA easments of record in Book 1153, page 375, and in Book 2438, page 383, Register's Office for said County; and easement for the flow of creeks and branches across the property.

C I 6 8 0 2

IDENTIF. REFERENCE

JUL 26 8 27 AM '73

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

JUL 26	CONV	99,000.00			
JUL 26	CONV	31,000.00			
JUL 26	MORT'G	97,500.00			
JUL 26	S'TAX		A*	338.00	
JUL 26	S'TAX		A*	95.50	
JUL 26	PR'FEE		A*	.50	
JUL 26	W'DEED		A*	8.00	* 442.00

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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 James H. Brewer and Eugene R. Williams, 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.* Taxes for 1973 to be pro rated and assumed by Grantees.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* James H. Brewer and Eugene R. Williams, 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 we, James H. Brewer and wife, Elizabeth Brewer, and Eugene R. Williams, and wife, Rebecca Williams, partners .....
hereinafter referred to as trustors, hereby transfer and convey unto O. B. Hofstetter, Jr. *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 $ insurable value *, 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.

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 25th *day of* July, *19*73

Lambert Lehman Hailey

John T. Hailey Jr.

James H. Brewer

Eugene R. Williams

THIS INSTRUMENT PREPARED BY:
O. B. Hofstetter, Jr., Attorney
304 American Trust Building
Nashville, Tennessee 37201

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Eunice Miller, *a Notary Public in and for said County and State,* James H. Brewer, ~~Elizabeth Brewer~~, Eugene R. Williams, ~~Robert H. Palmer~~, Lambert Lehman Hailey, and John T. Hailey, Jr., *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* 25th *day of* July, *19*73

Eunice Miller *Notary Public*

Commission expires November 13, 1973