Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
R. Jack Freeman (NAME)	SAME (NAME)	Map 145
4504 Shys Hills Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Part of Parcels 1-7
Nashville, Tenn (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of ($74,120.00)

SEVENTY FOUR THOUSAND ONE HUNDRED TWENTY and NO/100----------*Dollars,*

of which ($18,530.00) EIGHTEEN THOUSAND FIVE HUNDRED THIRTY and NO/100

Dollars, has been paid in cash,

the receipt of which is hereby acknowledged, and for the remainder ($55,590.00)

FIFTY FIVE THOUSAND FIVE HUNDRED NINETY and NO/100----------*Dollars,*

R. JACK FREEMAN

has executed

one installment deed note of even date payable in three annual installments of ($18,530.00) Eighteen Thousand Five Hundred Thirty and No/100 Dollars each plus interest at the rate of (7 1/2%) seven and one-half percent per annum on the unpaid balance. Said installments plus interest are due and payable on the 22nd day of Aug. each consecutive year beginning Aug. 22, 1974, the final payment being due and payable Aug. 22, 1976,

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,

TRUMAN D. SMITH and wife, BETTY J. SMITH

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

R. JACK FREEMAN,

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

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

Being Lots Nos. 1, 2, 3, and 4 on the Plan of the corrected resubdivision of part of Lot 6, Joshua Compton Lands (Book 843, page 47, RODC) and resubdivision of Lots 17, 18, 19, 20, 21, and 22 of the map of Westwood (as recorded in Book 974, page 14, RODC), said corrected resubdivision being the map of Westwood as of record in Book 4660, page 48, Register's Office for said County.

Beginning at a concrete monument set at the corner of Lots Nos. 1 and 26 on said plan and being in the southwesterly margin of South Stanford Drive, thence southeastwardly along said southwesterly margin 736.99 feet to a point; thence south 56°19' west, 366.78 feet to a point; thence south 33°35' west, 235.0 feet to a point, said point being in the southerly margin of said corrected resubdivision; thence north 87°00' west, 485.86 feet to a point in the corner of said corrected resubdivision; thence north 17°03' east 854.5 feet to the point of beginning, and containing 8.72 acres.

In addition to the land above described, the following easement is hereby conveyed: Beginning at a point, said point being the southwest corner of the above described tract of land; thence westwardly north 87°00' west, 545.8 feet, more or less, to the easterly margin of Hillsboro Road; thence northwardly along said margin, 16 feet, to a point; thence eastwardly 545.8 feet,

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 74,120.00

Subscribed and sworn to before me, this the 22nd day of Aug., 1973

R. Jack Freeman
Affiant

My commission expires: Jan. 21 1974
(Affix Seal)

Notary Public

more or less, to a point, said point being in the westerly margin of Lot No. 1 of the above described corrected resubdivision; thence southwardly along said margin to the point of beginning. This 16-foot easement is to be used for roadway purposes only, as set out in deed to Paul Dudley Lamson and wife, Alice Daland Lamson, from R. D. Stanford, et al, of record in Book 1046, page 13, said Register's Office.

There is included in this conveyance the right to make one water connection in the main of Stanford Drive for Lot No. 21 and also one connection for Lot No. 22, subject to the usual pumping fees of the Hillsboro Water Company as provided in Deed from R. D. Stanford and W. H. Criswell to Paul Dudley Lamson in Book 1046, page 13, said Register's Office.

Being part of the same property conveyed by deed from Elliot D. Lamson and P. Dudley Lamson, Jr., to Truman D. Smith and wife, Betty J. Smith, as of record in Book 4584, page 286, said Register's Office.

AUG29 73	CONV	74,120.00			
AUG29 73	MORT'G	55,590.00			
AUG29 73	S'TAX		A*	192.66	
AUG29 73	S'TAX		A*	53.60	
AUG29 73	PR'FEE		A*	.50	
AUG29 73	W'DEED		A*	6.00	* 252.76

This is ~~unimproved~~ ( ) improved ( ) property, known as Lots 1, 2, 3, & 4 South Stanford Drive, Nashville, Tenn
(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. JACK FREEMAN *his ~~(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 for the taxes for 1973 which have been prorated and assumed by the Grantee.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* R. JACK FREEMAN, his *~~(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 R. JACK FREEMAN *hereinafter referred to as trustors, hereby transfer and convey unto* Lewis D. Nichols, 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 $-----0-----*, 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 7 1/2 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 trust 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 22nd *day of* Aug. *, 19* 73.

Truman D. Smith

Betty J. Smith

R. Jack Freeman

THIS INSTRUMENT PREPARED BY:
Lewis D. Nichols, Jr., Attorney
809 Nashville City Bank & Trust Bldg.
Nashville, Tennessee 37201

C 2 1 7 1 7.

IDENTIF. REFERENCE
AUG 29 12 08 PM '73
FELIX Z. ... CLERK
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Sarah T. Nichols *, a Notary Public in and for said County and State,* Truman D. Smith, Betty J. Smith, and R. Jack Freeman

*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* 22nd *day of* August, *, 19* 73.

Sarah T. Nichols *Notary Public*

Commission expires July 31, 1974