Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO: BOOK 4747 PAGE 387	MAP-PARCEL NUMBERS
James H. Brewer, Trustee	Same.	142-00-0
c/o John W. Murphree Co. (NAME)	(NAME):	-146.00
1 Airways Plaza, Suite 500 (NUMBER AND STREET OR ROUTE NUMBER)	(STREET ADDRESS)	179.00
1283 Murfreesboro Road		
Nashville, Tennessee 37217 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of

---Three Hundred Eighty Thousand & no/100 ($380,000.00)---------- *Dollars,*

of which

---One Hundred Ninety Thousand & no/100 ($190,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder

----One Hundred Ninety Thousand and no/100 ($190,000.00)---------- *Dollars,*

James H. Brewer, Trustee, *has executed*

his note due September 15, 1974, with interest thereon at the rate of seven (7%) per cent per annum,

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,

Robert B. Hendley and Douglas C. Whiteside

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

James H. Brewer, Trustee, with full power to mortgage, sell, transfer, and convey, without joinder of any beneficiary, and to his successors in trust ~~successors and~~ *and assigns,*

certain real estate in Davidson County, Tennessee, more particularly described in Exhibit A which is attached hereto, made a part hereof, and incorporated herein by reference.

This conveyance of said property is made expressly subject to taxes for the year 1973, conditions of the owner's certificate and other matters appearing on the recorded plan of Creekwood of record in Book 4175, pages 148 and 149, Register's Office for said County.

Marjorie G. Hendley and Lucille Ann Whiteside join in this conveyance for the purpose of relinquishing any marital rights which they may have in said property.

"THIS INSTRUMENT PREPARED BY JAMES I. VANCE BERRY
ATTORNEY, 21st - FLOOR FIRST AMERICAN CENTER
NASHVILLE, TENNESSEE 37238"

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $380,000.00

Subscribed and sworn to before me, this the 18 day of September 19 73

My commission expires: 10-28-74 (Affix Seal)

Affiant

Notary Public

ROBERT RAIGE NOTARY

unimproved (X)
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, Trustee, his ....*(successors),* ~~heirs~~ *and assigns forever.* /Grantors *covenant that* they 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 set forth.

/Grantors *further covenant and bind* themselves, their *heirs and representatives, to warrant and forever defend the title to said real estate to said* James H. Brewer, Trustee, 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 .... James H. Brewer, Trustee .... *hereinafter referred to as trustors, hereby transfer and convey unto* John B. Cobb, 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 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; xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx *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, xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx *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,* xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx, *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 17th *day of* September, *19* 73

Robert B Hendley
Robert B. Hendley

Marjorie G. Hendley
Marjorie G. Hendley

Douglas C. Whiteside
Douglas C. Whiteside

Lucille Ann Whiteside
Lucille Ann Whiteside

James H. Brewer, Trustee

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Martha Shepard, *a Notary Public in and for said County and State,* Robert B. Hendley and wife, Marjorie G. Hendley

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* 17th *day of* September, *19* 73.

Martha Shepard *Notary Public*

Commission expires 5/1/74

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Martha Shepard, *a Notary Public in and for said County and State,* Douglas C. Whiteside and wife, Lucille Ann Whiteside

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* 17th *day of* September, *19* 73.

Martha Shepard *Notary Public*

Commission expires 5/1/74

BOOK 4747 PAGE 390

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Robert Reid Thomas, *a Notary Public in and for said County and State,* James H. Brewer, Trustee,

the within named bargainor, with whom I am personally acquainted, and who acknowledged that he *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, Tennessee
this 18th *day of* September, 1973.

Notary Public

Commission expires 10-28-74

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T
IDENTIF. REFERENCE

SEP 18 3 34 PM '73

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

SEP18	CONV	*	.00	390,000.00	
SEP18	MORT'G	*	.00	190,000.00	
SEP18	S'TAX			A* 988.00	
SEP18	S'TAX			A* 188.00	
SEP18	PR'FEE			A* .50	
SEP18	W'DEED			A* 10.00	* 1,186.50

Land in Davidson County, Tennessee, being a portion of Parcel No. 154 and all of Parcel No. 156, and an additional tract designated as "Metro Board of Education", on the Plan of Creekwood, as of record in Book 4175, pages 148 and 149, Register's Office for Davidson County, Tennessee, described as follows:

BEGINNING at a point lying on the easterly margin of Bellevue Road, said point further described as lying on the northern property line of the Dorris S. Richardson Property, as of record in Book 3224, page 487, Register's Office for Davidson County, Tennessee; thence running with the easterly margin of said Bellevue Road, North 4° 55' 20" East a distance of 351.99 feet to a point; thence leaving the easterly margin of the said Bellevue Road and running South 85° 04' 40" East, a distance of 1033.78 feet to a point, said point further described as lying on the westerly property line of the property conveyed to Metropolitan Board of Education from Robert B. Hendley and Douglas C. Whiteside, of record in Book 4502, page 935, Register's Office for Davidson County, Tennessee; thence running with the westerly property line of the said Metropolitan Board of Education property, South 9° 27' East 381.92 feet to a point in the northerly margin of a proposed Road; thence North 80° 33' East along the northerly margin of said proposed road 450.00 feet to a point; thence crossing said proposed road, South 38° 57' East 68.94 feet to a point in the southerly margin of said proposed road; said point being also the northwest corner of the proposed conveyed to the Metropolitan Government of Nashville and Davidson County, Tennessee, by deed from Robert B. Hendley and Douglas C. Whiteside of record in Book 4577, page 338, and re-recorded in Book 4662, page 210 Register's Office for Davidson County, Tennessee; thence North 80° 33' East along said southerly margin of said proposed road, 312.11 feet to a point of curve; thence continuing with said southerly margin of said proposed road along the curve having a radius of 617.49 feet, a distance of 535.26 feet to a point; thence along a curve to the right having a radius of 25 feet, a distance of 39.27 feet to a point in the northerly margin of Old Harding Pike; thence along the northerly margin of Old Harding Pike, South 40° 13' West 86.9 feet to a point of curve; thence continuing along said curve having a radius of 1,770 feet a distance of 334.67 feet; thence contining along the northerly margin of Old Harding Pike, South 51° 03' West, a distance of 136.18 feet to a point; thence leaving said margin of said Old Harding Pike, North 38° 57' West 124.60 feet to a point in the centerline of Flat Creek; thence along the centerline of Flat Creek the following courses and distances: South 76° 57' 50" West, 209.87 feet to a point; South 71° 38' 30" West, 210.57 feet; South 81° 41' 10" West, 344.75 feet; North 78° 09' 35" West, 384.59 feet to a point; North 50° 25' 20" West, 162.62 feet; North 32° 59' 20" West, 55.04 feet; South 85° 49' 30" West, 177.21 feet; South 87° 54' 35" West, 191.70 feet; South 88° 43' 55" West, 147.83 feet; South 80° 40' 30" West, 67.49 feet; North 73° 35' 10" West, 86.81 feet; South 71° 09' 30" West, 80.02 feet to the centerline of Bellevue Road; thence North 4° 33' East along the centerline of Bellevue Road, 62.32 feet to a point; thence leaving the centerline of Bellevue Road and running South 84° 24' 30" East along the southerly property line of the James L.Hamblen property, a distance of 225 feet to an existing iron pin, said iron pin further described as the southeast corner of the said Hamblen property; thence running with the easterly property line of the said Hamblen property and continuing along the easterly property line of the Dorris S. Richardson property, North 4° 53' East, a total distance of 418.00 feet to a point which is the northeasterly corner of the Dorris S. Richardson property; thence along the northerly property line of the said Richardson property, North 84° 19' West 187.43 feet to the point of beginning, containing 32 acres, more or less.

BEING property conveyed to Robert B. Hendley and Douglas C. Whiteside, by deed from Thomas A. Baugh and wife, Mary Hill Baugh, of record in Book 4362, page 856, Register's Office for Davidson County, Tennessee, and by deed from Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Book 4577, page 338, Register's Office for Davidson County, Tennessee, and re-recorded in Book 4662, page 210, said Register's Office.

EXHIBIT A