BOOK 4788 PAGE 854

This Form furnished by Attorneys Title Company, Inc.

**INSTALLMENT DEED** Form No. WD - 4

**FROM**
Memorial Trust, H. Raymond Ligon, Trustee.

**TO**
Howard R. Claude & Kearney Ramsay

For draftsman's use
This instrument prepared by:

GAYLE MALONE, JR.
404 JAMES ROBERTSON PARKWAY
NASHVILLE, TENNESSEE 37219

mail TO

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Howard R Claude & Kearney Ramsay (NAME) | Claude Country Realtors (NAME) | (A) 46-22 130-42410 |
| 8121 Lucas Lane (STREET ADDRESS OR ROUTE NUMBER) | 2011 Richard Jones Rd. (STREET ADDRESS) | (B) 46-20 130-42560 |
| Hermitage, Tenn (CITY) (STATE) (P. O. ZIP) | Nashville, Tenn (CITY) (STATE) (ZIP) | (C) 40-16 130-42335 |

(FOR REGISTER'S USE)

IDENTIF. REFERENCE
FEB 15 2 34 PM '74
FELIX A. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

C42249

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 75,000.00 Howard R. Claude
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 15th DAY OF February 1974

Martha H. Stanley
Notary Public

MY COMMISSION EXPIRES: May 5 1976

(AFFIX SEAL)

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

FOR AND IN CONSIDERATION OF the sum of Seventy Five Thousand and No/100 ($75,000.00) DOLLARS of which $ 18,750.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees assume and agree to pay the balance of an installment deed note in the original principal amount of Forty-One Thousand Five Hundred and No/100 ($41,500.00) Dollars payable as therein specified, secured by an installment deed recorded in Book 1188, Page 99, R.O.D.C. Tennessee, and in addition thereto said grantees have executed their joint promissory note in the principal amount of Fourteen Thousand Seven Hundred Fifty and No/100 ($14,750.00) Dollars, payable in ten equal annual installments of $1,475.00 each, plus interest on the unpaid balance at the rate of 8 1/2% per cent per annum, the first of such annual installments shall be due on the 15th day of February, 1975, and shall continue thereafter annually until the entire amount of principal and interest is paid in full.

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

Memorial Trust, H. Raymond Ligon, Trustee.

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Howard R. Claude and Kearney Ramsay

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: TRACT NO.I: Land in the 13th, formly the 25th, Civil District of Davidson County, Tennessee, being part of Lot No. 2 on the Plan marked Exhibit "A", of part of the lands of Elias Simpkins, deceased, of record in Plan Book 2, Page 64, Chancery Court at Nashville, described according to a survey made by Hickerson and Hickerson, Engineers, not dated, designated "Job No. 143-61-2". as follows: Beginning at an iron pin in the northwesterly margin of Bull Run Road, said pin lying in the southwesterly line of the property conveyed to Wayne Fisher and wife, by deed from J. L. Gallaher, as of record in Book 3308, Page 184, Register's Office for said County; thence with said Fisher's southwesterly line north 26°, 15' West 400 feet to an iron pin at Fisher's west corner; thence south 63° 45' west 226 feet to an iron pin; thence south 26° 15' East 404.1 feet to an iron pin in the northwesterly margin of said Road; thence with the northwesterly margin of said road North 62° 42' East 226 feet to the beginning, containing 2.2 acres, more or less. Being the same property conveyed to Floyd Jennette and wife, Peggy Jennette, as tenants by the entirety, with the right of survivorship, and Laura Schutt, by deed from William Taylor, Jr. and wife, Minnie Louise Taylor, of record in Book 3858, Page 451, Register's Office for said County, the said Laura Schutt having since died. SEE ADDENDUM SHEET FOR LEGAL DESCRIPTION OF TRACTS NOS. II AND III, & IV, ATTACHED HERETO.

unincorporated
This is improved ( ) property, known as Approximately 183 acres Bull Run Road, Nashville, Tenn.
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their 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.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, their 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 grantees herein do hereby transfer and convey unto Gayle Malone, Jr. 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 grantees 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 interest 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 grantees, 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 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 advise 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 the grantees herein, their heirs, 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 the said Trustee shall be vested in said successor.

Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the 15th day of February 19 74.

Memorial Trust
by H. Raymon Ligon
H. Raymon Ligon, Trustee

Howard R. Claude
Howard R. Claude

Kearney Ramsay
Kearney Ramsay

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Martha H. Finch, a Notary Public in and for said County and State, the within named H. Raymond Ligon, Trustee for Memorial Trust, Howard R. Claude and Kearney Ramsay the bargainor, 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 Tennessee, this 15th day of February 1974.

Martha H. Finch, Notary Public

Commission expires May 5, 1976

MARTHA H. FINCH NOTARY PUBLIC DAVIDSON COUNTY TENN.

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, exeeuted the foregoing instrument for the purpose therein contained, by signing the name of the corporation by .....

Witness my hand and seal, at office in ....., this .....day of ....., 19.....

75,000.00
FEB15 CONV 14,750.00
FEB15 MORT'G A* 195.00
FEB15 S'TAX A* 12.70
FEB15 S'TAX A* .50
FEB15 PB'FEE A* 8.00 * 216.20
FEB15 W'DEED

....., Notary Public.

Commission expires .....

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

TRACT No. 2: Said tract being described according to a survey made by Ralph W. C. Lambert, Surveyor, dated May 1, 1964, as follows:
Beginning at an iron pin in the northwesterly margin of Bull Run Road in the southwesterly corner of the property conveyed to William Taylor, Jr. and wife, by deed of record in Book 3311, page 213, Register's Office for said County; thence, with Taylor's southwesterly line, North 26° 15' west 404.1 feet to an iron pin at Taylor's northwesterly corner; thence, with Taylor's northwesterly line, North 63° 45' East 226 feet to an iron pin at the northwesterly corner of the property conveyed to Wayne Fisher and wife, by deed of record in Book 3308, page 184, said Register's Office; thence, with Fisher's northwesterly line North 72° 30' East (as shown on said survey, but shown as North 63° 45' East in Fisher's deed) 210 feet to an iron pin at the northwesterly corner of the property conveyed to James Herman Akins and wife, by deed of record in Book 3433, page 107, said Register's Office; thence with Akins' northwesterly line, North 63° 45' East 480 feet to an iron pin in the westerly line of the property conveyed to Charles H. Elliott, by deed of record in Book 2745, page 101, said Register's Office; thence North 2° 30' East 345 feet to a point; thence North 87° 30' West 219.8 feet to an elm and ash; thence North 2° 30' West 1,431.4 feet to a chestnut oak and white oak; thence North 88° West 2,615.3 feet to a stake; thence South 5° 30' West 132 feet to a point; thence South 2° West 756 feet to the northwesterly corner of the property conveyed to G. H. Akins and wife, by deed of record in Book 3311, page 110, said Register's Office; thence, with said Akins' lines, as follows: North 67° 13' East 112 feet, North 60° 06' East 190 feet, South 60° 06' East 144 feet, South 23° 51' East 202 feet to a hub, South 81° 18' East 862 feet to a hub, South 36° 59' East 670 feet, South 44° 44' West 106 feet, South 30° 32' West 125 feet, South 51° 44' West 164 feet, South 5° 30' East (shown as South 5° 36' East in said Akins' deed) 112 feet, South 16° 30' East 150 feet, South 28° 13' East 155 feet to an iron pin at the northeasterly corner of the property conveyed to George H. Akins, Sr. and wife, by deed of record in Book 3284, page 511, said Register's Office; thence, with the northeasterly line of the last mentioned property, South 33° 05' East 497 feet to an iron pin in the northwesterly margin of Bull Run Road; thence, with the same, North 58° 15' East 309 feet to the beginning, containing 86.6 acres, more or less.

TRACT NO. 3: Said tract being described according to a survey made by Ralph W. C. Lambert, Surveyor, dated May 1, 1964, as follows:
Beginning at a hub in the westerly line of the property conveyed to G. H. Akins by deed of record in Book 3311, page 110, Register's Office for Davidson County, Tennessee, said hub being also at the northeasterly corner of the property conveyed to E. R. Shockley by deed of record in Book 1637, page 465, said Register's Office, and running thence, along said Akins' line, as follows: North 40° 80' West 600 feet to a hub, North 54° 13' West 140 feet, North 63° 30' West 100 feet, North 33° 32' West 100 feet, North 2° East 404 feet to a red oak and sugar tree; thence, North 88° West 1,485 feet to a stake; thence South 2° West 1,320 feet to said Shockley's northerly line, thence, with the same South 87° 30' East 2,161.5 feet to the beginning, containing 46.2 acres more or less.

Being the same land described in Tracts 2 and 3, being conveyed to Laura Schutt, by deed from Clarence A. Schutt, Jr. and George E. Schutt, as of record in Book 4371, page 547, Register's Office for said County, the said Laura Schutt having since died.

TRACT NO. 4: Land in the 13, formerly the 25th Civil District of Davidson County, Tennessee, and being part of Lot No. 2 on the Plan marked Exhibit "A" of part of the lands of Elias Simpkins, deceased, as of record in Plan Book 2, page 64, Chancery Court at Nashville, described according to a survey made by Hickerson and Hickerson, Engineers, October 31, 1961, and revised November 11 and 16, 1961, as follows:
Beginning at a point in the northwesterly margin of Bull Run Road, said point lying in the easterly line of the property conveyed to Henry K. Demonbreun and wife, by deed from J. L. Gallaher, of record in book 3218, page 583, Register's Office for said County; thence with said Demonbreun's easterly line north 18° 30' west to an iron pin lying north 18° 30' west along said Demonbreun's easterly line 490 feet from a railroad spike in the center of said Road; thence with said Demonbreun's northerly line, south 87° 18' west 200 feet to an iron axel; thence with said Demonbreun's northwesterly line, south 31° 15' west 143 feet to an iron axel; thence with said Demonbreun's westerly line, south 18° 30' east 64 feet to an iron pin at the north corner of the property conveyed to James D. Long and wife, by deed from J. L. Gallaher, of record in book 3218, page 573, said Register's Office; thence with said Long's northwesterly, south 57° 30' west 284 feet to a spike in the base of a 14-inch forked sweet gum at a fence corner, said spike lying in the line between the lot designated "Willed to Mrs. Sallie Simpkins, widow of E. P. Simpkins", and Lot No. 2 on said Plan of the Elias Simpkins lands, said line being the easterly line of the property conveyed to E. R. Shockley and wife, by deed from Nella Elizabeth Bess, et al, of record in book 1637, page 465, said Register's Office; thence with said Shockley's easterly line; north 39° 43' west 600 feet to a hub at said Shockley's northeast corner; thence as follows: North 50° 00' west [illegible] feet, north 54° 13' west [illegible] feet, north 63° 30' west 100 feet and north 33° 32' west 100 feet to a point; thence north 2° east, passing an [illegible] corner of said

lot No. 2 at 395 feet, more or less, and continuing with an inner westerly line of said Lot No. 2, in all 795 feet to a point; thence as follows: North 67° 13' east 112 feet, north 60° 06' east 190 feet, south 60° 06' east 144 feet, south 23° 51' east 202 feet to a hub, south 81° 18' east 862 feet to a hub, south 36° 59' east 670 feet, south 44° 44' west 106 feet, south 30° 32' west 125 feet, south 51° 44' west 164 feet south 5° 36' east 112 feet, south 16° 30' east 150 feet and south 28° 13' east 155 feet to an iron pin at the north corner of the property conveyed to George H. Akins, Sr. and wife, by deed from J. L. Gallaher, of record in book 3284, page 511, said Register's Office; thence with said Akins' northwesterly line, south 62° 29' west 307.5 feet to an iron pin; thence with said Akins' westerly line, south 18° 51' east 530.2 feet to the northwesterly margin of Bull Run Road; thence with the northwesterly margin of said Road, south 58° 15' west 43.3 feet to the beginning, containing 48.6 acres, more or less.

Being the same property conveyed to Floyd Jennette and wife, Peggy Jennette, and Clarence Schutt and wife, Laura Schutt, as of record in Book 3820, page 502, Register's Office for said County, the said Clarence Schutt and wife, Laura Schutt having since died.

RECORDER'S MEMO: