ADDRESS NEW OWNER(S) AS FOLLOWS:
Ray B. Baucom
(NAME)
P O Box 998
(STREET ADDRESS OR ROUTE NUMBER)
Nashville, Tennessee 37202
(CITY) (P. O. ZONE) (STATE)

SEND TAX BILLS TO:
Ray B. Baucom
(NAME)
P O Box 998
(STREET ADDRESS)
Nashville, Tennessee 37202
(CITY) (ZONE) (STATE)

MAP-PARCEL NUMBERS:
154-0-6

INSTALLMENT DEED

FOR AND IN CONSIDERATION OF the sum of Thirty Thousand ($30,000.00) - DOLLARS

of which $ 10,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees

have executed one note in the principal amount of Twenty Thousand ($20,000.00) Dollars, of even date herewith, payable to Grantor, in annual installments of Five Thousand ($5,000.00) Dollars each, the first installment being due "on or before" July 31, 1975, and each successive installment "on or before" each July 31strespectively thereafter, with interest at the rate of 9% per annum, payable semi-annually, -

THIS INSTRUMENT PREPARED BY
DEARBORN & EWING, ATTORNEYS
400 COMMERCE UNION BANK BUILDING
NASHVILLE, TENNESSEE 37219

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.

W. H. Criswell Co. Inc., a Tennessee corporation - - - - - - - - - - - - -

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Ray B. Baucom -

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in the 9th Civil District of Davidson County, Tennessee, described according to a survey made by Wm. C. Parrish, Engineer, August 23, 1968, as follows:
BEGINNING at an iron stake on the northerly margin of Poplar Creek Road at the intersection of said margin with the easterly margin of a road leading to a cemetery parallel and east of the property owned by A. D. Sawyer; thence with said easterly margin, north 3° west 221.05 feet to a stake at the southwest corner of a cemetery; thence with the southern boundary line of said cemetery north 77° 04' east 120.39 feet to a stake at the southeast corner of said cemetery; thence with the eastern boundary line of said cemetery north 12° 59' west 118.84 feet to a stake at the northeast corner of said cemetery; thence with the northern boundary line of said cemetery, south 77° 16' west 99.78 feet to a stake; thence north 2° 59' west 526.04 feet to an iron stake by an old beech stump at the southeast corner of the Farris Hardwood property; thence with Hardwood's eastern boundary line north 2° 29' west 401.95 feet to an iron stake, 28 feet westerly from a black gum tree, said point being the southwest corner of the J. C. Snow property; thence with Snow's southern boundary line with a fence, south 87° 35' east 739.04 feet to an iron stake 8 feet easterly from a 4 inch oak and north 16° 21' west 48 feet from a 30 inch beech tree; thence south 16° 21' east with a rail fence 605.50 feet to an iron stake at the northeast corner of the Pinkerton cemetery; thence with the northern boundary line of said cemetery south 74° 26' west 91.44 feet to an iron stake at the northwest corner of said cemetery; thence with the western boundary line of said cemetery south 3° east 90.35 feet to an iron stake at the southwest corner of said cemetery; thence with the southern boundary line of said cemetery, north 87° east 107.66 feet to the westerly margin of a gravel road; thence with same, south 16° 30' east 347.81 feet to an iron stake and south 31° 23' west 50.27 feet to an iron stake in the northerly margin of said Poplar Creek Road; thence with same a curve having a radius of 299.67 feet, westwardly 382.27 feet to an iron stake and south 66° 54' west 647.28 feet to the beginning, containing 21.35 acres, more or less.

Being the same property conveyed to W. H. Criswell Co., Inc., by deed from Hardaway Construction Company, dated July 24, 1974, of record in Book 4837, page 922, Register's Office for Davidson County, Tennessee.

BOOK 4841 PAGE 157

This is improved ( )
unimproved (X) property known as Poplar Creek Road, Kingston Springs, Tenn
(House Number) (Street) (P. O. Address:) (City or Town) (Postal Zone)

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 convenant 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 1974 taxes which have been assumed by grantees.

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 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.

Whenever 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 30th day of July 19 74.

Attest:

William N Dearborn
Secretary

W. H. CRISWELL CO. INC.
BY W. H. Criswell
Chairman

Ray B. Baucom

Mary Jean Baucom

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 30,000

Wm N Dearborn
Affiant

Subscribed and sworn to before me, this the 6th day of August 19 74

My commission expires 1-29-1977 (Affix Seal)

Notary Public

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, B. T. Wright, a Notary Public in and for said County and State, the within named Ray B. Baucom and wife, Mary Jean Baucom the bargainor, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purpose therein contained.

Witness my hand and official seal at Nashville, Tenn this 31st day of July 19 74

Commission Expires 2/28/78

B. T. Wright
Notary Public.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, B. T. Wright, a Notary Public of the State and County aforesaid, personally appeared W. H. Criswell with whom I am personally acquainted, and who, upon oath, acknowledged him self to be Chairman of the W. H. Criswell Co. Inc. the within named bargainor, a corporation, and that he as such Chairman 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 Chairman

Witness my hand and seal, at office in Nashville, Tennessee this 30th day of July 19 74

Commission Expires 2/8/78 2-8-78

B. T. Wright
Notary Public

AUG-6 CONV 30,000.00
AUG-6 MORT'G 20,000.00
AUG-6 S'TAX A* 78.00
AUG-6 S'TAX A* 18.00
AUG-6 PR'FEE A* .50
AUG-6 WDEED A* 6.00 * 102.50

C 6 6 1 4 8

IDENTIF. REFERENCE

AUG 6 1 26 PM '74

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM

TO

Published by
Tennessee Title
Office of
Pioneer National Title Insurance Company
Suite 2114 — Parkway Towers
404 James Robertson Parkway
NASHVILLE, TENNESSEE 37219
Phone 259-2290

FORM NO. 1005-MESSEY 4-1-73