BOOK 4841 PAGE 873

Installment Deed

THIS INSTRUMENT PREPARED BY:
Leroy J. Ellis, III, Atty.
1703 Parkway Towers
Nashville, Tennessee 37219

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
John W. Blackman, Jr. & wife	SAME	Map 171
(NAME:) Route 1, Cloverland Drive	(NAME:)	Part of Parcel 94
(STREET ADDRESS OR ROUTE NUMBER) Brentwood, Tennessee	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Thirty-Four Thousand Twenty and NO/100 ($34,020.00) ---------- *Dollars,*

of which One Hundred and NO/100 ($100.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Thirty-Three Thousand Nine Hundred Twenty and NO/100 ($33,920.00) ---------- *Dollars,*

the said John W. Blackman, Jr. and wife, Matoka Blackman

ha ve *executed*

one promissory note of even date herewith, payable to the order of Anne Blackman Olson in the principal sum of Thirty-Three Thousand Nine Hundred Twenty and NO/100 ($33,920.00) Dollars and payable in ten annual installments of Three Thousand Three Hundred Ninety-Two and NO/100 ($3,392.00) Dollars each, principal, plus interest at the rate of six (6%) per cent per year on the unpaid principal balance,

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, Anne Blackman Olson and husband, Donald Olson,

have this day bargained and sold, and do hereby transfer and convey unto the said John W. Blackman, Jr. and wife, Matoka Blackman

their (~~XXXXXX~~ *(successors), heirs and assigns,*

an undivided one-half interest in and to
certain real estate in Davidson County, Tennessee, as follows:

Real property located in the Sixth Civil District of Nashville, Davidson County, Tennessee, described according to a survey by Kohl-Coode and Associates, dated March 4, 1974, not of record, as follows:

Beginning at an iron pin in the northerly right of way of Cloverland Drive North 86 degrees 29 minutes West 581.50 feet from the southwesterly corner of a tract conveyed to Jack L. Langford, by deed of record in Book 4625, page 609, Register's Office for Davidson County, Tennessee; thence with the northerly right of way of said Cloverland Drive North 86 degrees 29 minutes West 265.72 feet to a point; thence around a curve to the right of radius 900.04 feet a distance of 202.09 feet to an iron pin, being the southeasterly corner of a tract conveyed to T. B. Barnes, by deed of record in Book 2019, page 465, said Register's office; thence with the lines of Barnes, Stanley, Rich, Moore and Dunn North 4 degrees 44 minutes East 2,109.83 feet to a corner post; thence South 82 degrees 49 minutes East 60.86 feet to an iron pin; thence with the lines of Merrill and Montgomery South 86 degrees 00 minutes East 403.18 feet to an iron pin; thence South 4 degrees 40 minutes West 2,125.06 feet to the point of beginning, containing 22.68 acres, more or less.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 34,020.00

Subscribed and sworn to before me, this the 1st day of July 1974

Affiant

My commission expires: May 2, 1977 (Affix Seal)

Notary Public

An undivided one-third interest in said property was devised to Anne Blackman Olson, by Will of J. W. Blackman, deceased, of record in Will Book 91, page 113, Probate Court for Davidson County, Tennessee.

Anne Blackman Olson subsequently acquired an undivided one-twelfth interest in said property by deed from Katherine Lynn Blackman, of record in Book 4841, page 435, Register's Office for said County, and an undivided one-twelfth interest in said property by decree of Chancery Court, Part One, for said County, in case styled Betty Lou Woosley, Guardian vs. Brenda Sue Blackman, et al, Civil Action No. A-3627, a certified copy of which decree is of record in Book 4841, page 438, said Register's Office.

Donald Olson joins in this instrument for the purpose of conveying any present or future interest he may have in said property by virtue of the marital relationship.

This is unimproved XX / improved ( ) property, known as Route 1, Cloverland Drive, Brentwood, Tennessee
(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 John W. Blackman, Jr. and wife, Matoka Blackman, their XXXXXX *(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 by agreement between John W. Blackman and wife, and T. Buford Barnes and wife, of record in Book 3066, page 377, said Register's Office, as to use of spring and rights of ingress and egress thereto; and by 1974 taxes, 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* John W. Blackman, Jr. and wife, Matoka Blackman, their XXXXXX*), 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 John W. Blackman, Jr. and wife, Matoka Blackman *hereinafter referred to as trustors, hereby transfer and convey unto* Lewis D. Nichols, *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 $ 10,000.00, *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 7th *day of* August, *19* 74

John W. Blackman Jr.
JOHN W. BLACKMAN, JR.

X Anne Blackman Olson
ANNE BLACKMAN OLSON

Matoka Blackman
MATOKA BLACKMAN

X Donald Olson
DONALD OLSON

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Leroy V. Ellis III, *a Notary Public in and for said County and State,* JOHN W. BLACKMAN, JR. and wife, MATOKA BLACKMAN

the within named bargainors, 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* 31 *day of* July, *19* 74

Leroy J. Ellis
Notary Public

LEROY J. ELLIS NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Commission expires May 2, 1977

BOOK 4841 PAGE 876

STATE OF NORTH DAKOTA }
COUNTY OF GRAND FORKS }

Personally appeared before me, Carol A Longmire, *a Notary Public in and for said County and State,* ANNE BLACKMAN OLSON and DONALD OLSON, *the within named bargainorS, 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 Grand Forks, North Dakota *this* 19 *day of* July, 1974.

Carol A. Longmire *Notary Public*

CAROL A. LONGMIRE
Notary Public, Grand Forks County, N. D.
My Commission Expires Oct. 5, 1979.

Commission expires 10/5/79

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, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* .....*self as* .....

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

.....*Notary Public*

Commission expires .....

AUG-8[illegible]	CONV	34,020.00			
AUG-8[illegible]	MORT'G	33,920.00			
AUG-8[illegible]	S'TAX		A*	88.40	
AUG-8[illegible]	S'TAX		A*	31.90	
AUG-8[illegible]	PR'FEE		A*	.50	
AUG-8[illegible]	W'DEED		A*	8.00	* 128.80

INSTALLMENT DEED

FROM

TO

C 6 6 4 9 0

IDENTIF. REFERENCE

Aug 8 1 09 PM '74

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238