THIS INSTRUMENT WAS PREPARED BY: GAIL PAIGE ATTORNEY 916 JC BRADFORD BLDG. NASHVILLE TN 37219

BOOK 4851 PAGE 942

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
J. Brent Hurd, Trustee	Same	Map 147-8
(NAME)	(NAME)	#19
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	5DU-5031
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Fifty Thousand and No/100 ---------- ($50,000.00) ---------- *Dollars,*

of which Ten Thousand and No/100 ($10,000.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Forty Thousand and No/100 ($40,000.00) ---------- *Dollars,*

J. BRENT HURD, TRUSTEE *has executed* his promissory note of even date herewith payable in Six (6) equal annual installments, with the first payment due September 12, 1975, in the sum of $6,666.66; on the 12th day of September, 1976, the sum of $6,666.66 and thereafter on the 12th day of September of each succeeding year the sum of $6,666.67 with the final payment due, including both principal and interest, on or before September 12, 1980. Interest at the rate of Eight (8%) percent per annum is payable simultaneously with payments on principal. Interest for the first year in the amount of $3,200.00 is payable in advance. Credit for said payment shall be applied against interest due at the time of the first principal payment. Acreage will be released from this security instrument upon payment as follows: For each acre released the maker will pay an amount equal to 110% of the amount owed on principal on a per acre basis.

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,

CHESTER MAXWELL and wife, FLORA MAXWELL

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

J. BRENT HURD, TRUSTEE, with full power to sell, transfer or convey without the joinder of any beneficiary
his *(successors), heirs and assigns,*

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

A tract of land located in the Fifth Civil District of Davidson County, Tennessee, described according to a survey by Turner Engineering Company, dated September 9, 1974, being more particularly described as follows:

Beginning at an iron pin in the southeast corner of the herein described tract, said pin being in the north right-of-way of Wales Drive and being in the southwest corner of Beverly Heights, Section One as recorded in Book 2331, page 26, R.O.D.C. and proceeding as follows: With the property line of Phase 1, Hilltop House, South 73°38'00" West a distance of 170.00 feet to an iron pin; thence, North 22°13'00" West a distance of 100.00 feet to an iron pin; thence, South 71°10'54" West a distance of 129.87 feet to an iron pin; thence, North 89°21'39" West a distance of 415.00 feet to an iron pin; thence, leaving the property line of the Hilltop House and with the east property lines of Chester Maxwell and Flora Maxwell, North 0°38'21" East a distance of 286.73 feet to an iron pin; thence with the Lillian Glenn and William Staten east property line, North 1°58'49" East a distance of 260.9 feet to an iron pin; thence, with the Chester Maxwell east line, North 1°30'45" West a distance of 259.79 feet to an iron pin; thence, with the east line of Moe Pear, North 2°03'28" West a distance of 104.5 feet to an iron pin, said pin being in the south line of Beverly Heights, Section 2 as recorded in Book 2331, page 42, R.O.D.C.; thence, with said line of Beverly Heights, North 88°33' East a distance of 687.75 feet to

STATE OF TENNESSEE
COUNTY OF DAVIDSON

NOTARY PUBLIC

Actual consideration or value whichever is greater, for this transfer is $ 50,000.00

Affiant

Subscribed and sworn to before me, this the 11th day of September, 1974

Notary Public

My commission expires

a concrete monument; thence, with the west line of Beverly Heights, Section 1, South 3°02'15" East a distance of 937.73 feet to the point of beginning and containing 15.068 acres, more or less.

Being part of the same property conveyed to Chester Maxwell and wife, Flora Maxwell by deed from B. L. Oakley and wife, Ora Oakley of record in Book 1227, page 136, Register's Office for Davidson County, Tennessee.

* * *

The Grantors, Chester Maxwell and wife, Flora Maxwell also grant to J. Brent Hurd, Trustee, his successors, heirs, and assigns, a 50-foot easement across their property which bounds the subject property on its westerly margin for purposes of a right-of-way into Flora Maxwell Road. The location of said easement is as follows:

Beginning at a point 104.5 feet from the northwesterly corner of the above-conveyed 15.068 acre tract, said point being at an existing iron pin at the southeasterly corner of Moe Pear; thence S1°30'45"E a distance of 50 feet to a point, said 50-foot right-of-way extends into Flora Maxwell Road, as shown on a survey by Turner Engineering Company, dated September 9, 1974, and revised to show the aforesaid Road dated September 12, 1974, being Job #15-70.

unimproved ( )
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 J. Brent Hurd, Trustee 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 1974 taxes

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The holder of the note secured by this security instrument agrees that in the event payment is not made on the due date, the holder will provide maker with written notice, in which event maker will have five (5) days from the date of such notice to make said payment prior to acceleration or foreclosure.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* J. Brent Hurd, Trustee ..... *(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 J. Brent Hurd, 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 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 $ ....., 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 8 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 trusts may be required, the lawful owner and holder of said indebtedness, or, if more than one when said indebteaness 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 12th *day of* September, *19* 74

Chester Maxwell

Chester Maxwell

Flora Maxwell

Flora Maxwell

J. Brent Hurd, Trustee

J. Brent Hurd, Trustee

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Gail Pigg *, a Notary Public in and for said County and State,* Chester Maxwell and wife, Flora Maxwell

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* 12th *day of* September, *19* 74

Gail Pigg

Notary Public

GAIL PIGG NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Commission expires 4/27/77

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STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Gail Pigg, *a Notary Public in and for said County and State,* J. Brent Hurd, 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* 12th *day of* September, *19* 74

Gail Pigg *Notary Public*

GAIL PIGG NOTARY PUBLIC DAVIDSON COUNTY TENNESSEE

Commission expires 4/27/77

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 .....

SEP 13 77	CONV	50,000.00			
SEP 13 77	MORT'G	40,000.00			
SEP 13 77	S'TAX		A*	130.00	
SEP 13 77	S'TAX		A*	38.00	
SEP 13 77	PR'FEE		A*	.50	
SEP 13 77	W'DEED		A*	8.00	* 176.50

INSTALLMENT DEED

FROM Chester Maxwell et ux

TO J. Brent Hurd, Trustee

C 7 1 0 8 1

IDENTIF. REFERENCE

SEP 13 2 01 PM '74

FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TENN.

CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

Return to Gail Pigg