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Installment Deed

This instrument was prepared by
GRISSIM AND SHORT, Attorneys
Court Square Building
Nashville, Tennessee

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
James W. Hall & Charles L.	Lamb Same 149-B	149
(NAME): 2700 Murfreesboro Rd	(NAME): 41	109-111-
(STREET ADDRESS OR ROUTE NUMBER): Antioch Tenn	(STREET ADDRESS)	112-113
(CITY) (P. O. ZONE) 37 (STATE)	(CITY) (ZONE) (STATE)	PID

FOR AND IN CONSIDERATION of the sum of One Hundred Seventy-Four Thousand, Seven Hundred Sixty-One and Eighty-One/100--------($174,761.81)---------*Dollars, of which* Fifty-Four Thousand, Seven Hundred Sixty-One and Eighty-One/100 ----------($54,761.81)---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* One Hundred Twenty Thousand and No/100 ----------($120,000.00)---------- *Dollars,*

Charles L. Lamb *has executed*

his note of even date in the sum of $120,000.00 payable in equal monthly installments of $1,584.40 per month beginning July 1, 1975, for a total of 120 monthly installments

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, James W. Hall and wife, Rosemary R. Hall,

have this day bargained and sold, and do hereby transfer and convey unto the said Charles L. Lamb

/2 of our interest in his *(successors), heirs and assigns,*

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

(See Attached Exhibit A)

The said James W. Hall and wife, Rosemary Hall retain the remaining 1/2 interest in the subject property.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 174,761.81

Subscribed and sworn to before me, this the 3rd day of June 19 75

My commission expires: 9/12/78 (Affix Seal)

Affiant

Notary Public

DAVIDSON COUNTY

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 Charles L. Lamb 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 1975 taxes and deeds of trust of record, one-half of indebtedness of same being assumed by the grantor. We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Charles L. Lamb 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 Charles L. Lamb *hereinafter referred to as trustors, hereby transfer and convey unto* Hunter Short *, 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 $ insurable interest *, 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 Registers 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.

Witness our hand s *this* 3rd *day of* June, *19* 75, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Charles L. Lamb

James W. Hall

Rosemary R. Hall

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Sharon Gwin, *a Notary Public in and for said County and State,* James W. Hall, Rosemary R. Hall, and Charles L. Lamb

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* 3rd *day of* June, *19* 75

Sharon Gwin *Notary Public*

Commission expires 9/12/78

SHARON GWIN 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 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 this .....*day of* ....., *19*.....

Notary Public

Commission expires .....

JUN-6 75	CONV	90,000.00		
JUN-6 75	CONV	84,761.81		
JUN-6 75	MORT'G	90,000.00		
JUN-6 75	MORT'G	30,000.00		
JUN-6 75	RS'TAX		A*	454.48
JUN-6 75	RS'TAX		A*	118.00
JUN-6 75	PR'FEE		A*	.50
JUN-6 75	W'DEED		A*	8.00 * 580.98

INSTALLMENT DEED

FROM
James W. Hall and wife,
Rosemary R. Hall

TO
James W. Hall and Charles
L. Lamb

D01622

IDENTIF. REFERENCE

JUN 6 3 28 PM '75

FELIX E. ROBERTSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of
Chicago Title
Insurance Company
American Trust Bldg.—S. W. Corner
Third & Union
NASHVILLE, TENNESSEE 37201

RECORDER'S MEMO
Legibility, Clarity or Prints
Unsatisfactory for Recordation

Situated and lying in Davidson County, Tennessee, as follows:

Tract No. 1: A certain tract of land in the 2nd, formerly the 5th, Civil District of Davidson County, Tennessee, described as follows:

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Beginning at a point in the north east margin of the Murfreesboro Pike at the southwest corner of property owned by S. H. Hayes and wife; thence with the margin of said Pike, westwardly 156-1/2 feet to a point; thence in a northeastwardly direction 177 feet to the westerly line of the Hayes property; thence with the westerly line of said property, southwardly 231 feet to the point of beginning.

Being the same property conveyed to James W. Hall and wife, Rosemary R. Hall, by deed from C. W. Ward and wife, Dessie S. Ward, of record in book 4258, page 368, Register's Office for said County.

Tract No. 2: A certain tract or parcel of land located in the 2nd, formerly the 5th Civil District of Davidson County, Tennessee, described according to an unrecorded plat or survey made by Z. J. Wilkinson, Surveyor, on May 22, 1954, as follows:

Beginning at an iron pin set in a fence corner on the northeasterly edge, or margin of Murfreesboro Road or Pike; said point being the southwest corner of the tract of land conveyed to Leon M. Holman by deed from Bettie Hays, et al, of record in Book 1733, page 411, of the Register's Office for said County, and conveyed by deed to Frank Holman and wife, Eula H. Holman, by deed from Leon M. Holman, et ux, of record in Book ___, page ___, of said Register's Office; thence north 3° 00' east, following a fence line 1045.4 feet to an iron pin set in a fence corner and being in the southerly margin of a tract of land formerly owned by Joseph A. Bland; thence south 87° 30' east, along a fence line, between this property and said Bland's former line, 520.5 feet to an iron pin and stone and fence corner, said point being the northeast corner of the tract of land herein conveyed; thence south 3° 35' west, following a fence line, 518.7 feet to an iron pin set in a fence corner; thence north 80° west, along a fence line 106.2 feet to an iron pin set in a fence corner; thence south 5° west, following a fence line, 225.2 feet to an iron pin set in a fence corner; thence south 31° west, following a fence line, 191.3 feet to an iron pin set in a fence corner; thence south 43° 30' west, following a fence line, 91.1 feet to an iron pin set in a fence corner; thence south 40° east, following a fence line, 30.4 feet to an iron pin set in a fence corner; thence 50° west, following a fence line, 224.4 feet to an iron pin set in the northeasterly edge or margin of said Murfreesboro Road or Pike; thence north 46° 30' west, along the margin or edge of said Pike, 158 feet to the point of beginning, and containing 10.82 acres, more or less.

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Included in the above description, but excluded therefrom a strip of land conveyed to State of Tennessee by deed from L. M. Holman, et al, of record in Book 2905, page 639, Register's Office for said County, described as follows:
A strip of land extending from Survey Station 470+67 at the boundary line of the lands of C. W. Ward to Station 471+89 at the boundary line of the lands of Frank Holman 122 feet along. and bounded on the sides as follows:
On the northwest by C. W. Ward; on the southeast by Frank Holman; on the southwest by the present right-of-way line of State Route No. 1, and on the northeast by a line northeast of parallel to and 50 feet from the center line of the proposed Highway as staked out, containing 0.14 acres, more or less.
Being the same property conveyed to James W. Hall and wife, Rosemary R. Hall, by deed from Lena May Lewis, of record in book 4298, page 83, Register's Office for said County.
Tract No. 3: Land in the 2nd, formerly the 5th Civil District of Davidson County, Tennessee, being lot No. 13 and a tract of land lying south of and adjacent to Lots Nos. 7 to 13 marked "Future Development" on the Plan of Dorhill Acres, Section One, as of record in Book 2330, page 2, Register's Office for Davidson County, Tennessee.

Said lot 13 fronts 104.3 feet on the southerly side of Anderson Road and extends back between lines 400 feet to a dead line, measuring 102 feet thereon.

Said tract of land marked "Future Development" is described as follows:
Beginning at the southeast corner of said lot No. 13, south 3° 15' west 400 feet from the southerly margin of Anderson Road; thence with the southerly boundary line of Lots Nos. 7 to 13 inclusive, north 86° 54' west 702 feet to the eastern boundary line of Lot No. 4 on said plan; thence with the eastern boundary line of Lots Nos. 1 to 4 inclusive, south 19° 38' west 252.2 feet to the northern boundary line of the J. H. Culbertson property; thence with said line north 76° 04' west 257.1 feet and north 88° 16' west 520.5 feet to the western boundary line of the Leila J. Palmer property; thence with said line north 3° 15' east 279.2 feet to the beginning.
Being the same property conveyed to James W. Hall and wife, Rosemary R. Hall, by deed from Houston Ross and wife, Frances L. Ross, of record in book 4551, page 850, Register's Office for said County.

Exhibit A

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