BOOK 4931 PAGE 308

This Form furnished by Attorneys Title Company, Inc.

# INSTALLMENT DEED

Form No. WD-4

**FROM**

Kearney Ramsey et al

**TO**

Lloyt Guy Robinson

For draftsman's use

Prepared by:
Traber & Robinson, Attys.
P. O. Box 2255
Nashville, Tenn. 37214

mail to

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Lloyt Guy Robinson (NAME) | Same (NAME) | 46 |
| 2020 Leyton Dr. (STREET ADDRESS OR ROUTE NUMBER) | (STREET ADDRESS) | 3-16 |
| Nashville, Tn. 37216 (CITY) (STATE) (P. O. ZIP) | (CITY) (STATE) (ZIP) | RW |

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

JUL 11 1 54 PM '75

FELIX A. NELSON II REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 50000 — Lloyt Guy Robinson
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 12th DAY OF June 19 75

Notary Public

MY COMMISSION EXPIRES: 11-25-1976

(AFFIX SEAL)

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

D06490

FOR AND IN CONSIDERATION OF the sum of Fifty Thousand and no/.00 ($50,000.00) DOLLARS

of which $ 12,500.00 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 amount of $37,500.00 payable to Kearney Ramsey and Howard Claude in 10 years at an interest rate of 8½% per annum as stated therein. This note includes all encumbrances on this property recorded or unrecorded.

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 expresaly retained on the land herein conveyed,

Kearney Ramsey and Howard R. Claude

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

Lloyt Guy Robinson

Land in the 13th Civil District of Davidson County, Tennessee, described according to a survey by Cummings & Cummings Surveyors, dated May 24, 1974.
Beginning at an iron pin in the north margin of Bull Run Road, said point being the southeast corner of the George Adkins, Sr. tract; thence leaving said margin and running with said tract North 34° 12' West 476.70 feet to an iron pin; thence South 67° 49' West 306.33 feet to an iron pin; thence South 19° 49' East 540.47 feet to an iron pin in the north margin of Bull Run Road; thence running with said margin South 58° 17' West 43.33 feet to an iron pin; thence leaving said margin and running with the Henry Demonbreun and the James D. Long tracts as follows: North 13° 46' West 466.22 feet to an iron pin; thence North 88° 39' West 199.36 feet to an iron pin; thence South 27°45' West 142.70 feet to an iron pin; thence South 17° 41' East 62.92 feet to an iron pin; thence South 59° 10' West 236.53 feet to an iron pin at a Twin Oak; thence running with the E.R. Shockley property North 20° 29' West 626.42 feet to an iron pin; thence South 89° 19' West 2161.40 feet to an iron pin in the Glenn D. Kirby East boundary thence running with the Glenn D. Kirby and the Anna G. Noland tracts North 0° 30' West 1320.00 feet to an iron pin in the South boundary of a tract with an unknown owner; thence running with said tract North 89° 30' East 1435.00 feet to an iron pin; thence North 1°53' East 914.55 feet to an iron pin; thence North 5° 20' East 122.00 feet to an iron pin in the South boundary of the Gilbert Harris, Trustee property; thence running with said tract South 87° 53' East 2615.30 feet to an iron pin in the West Boundary of the W.H. Warder property; thence running with said boundary South 2° 23' East 1431.40 feet to an iron pin;

Unimproved ( )
This is improved ( ) property, known as _____ (House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

(legal description continued on page 2)

**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 grantors 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 $ none 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 herein, 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 advice in the premises, or for commencing 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 grantors 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 12th day of November 1974.

Hoyt Guy Robinson

Kearney Ramsey

Howard R. Claude

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Kearney Ramsey and Howard R. Claude and Hoyt Guy Robinson

the 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 12th day of November, 1974.

William G. Trager, Notary Public

Commission expires 11-20-1976

WILLIAM G. TRAGER NOTARY PUBLIC DAVIDSON COUNTY

STATE OF TENNESSEE
COUNTY OF DAVIDSON

| | | | | |
|---|---|---|---|---|
| JUL 11 75 | CONV | 50,000.00 | | |
| JUL 11 75 | MORT'G | 37,500.00 | | |
| JUL 11 75 | S'TAX | | A* | 130.00 |
| JUL 11 75 | S'TAX | | A* | 35.50 |
| JUL 11 75 | P&FEE | | A* | .50 |
| JUL 11 75 | W'DEED | | A* | 6.00 * 172.00 |

Before me, _____, a Notary Public of the State and County aforesaid, personally appeared _____, with whom I am personally acquainted, who, upon oath, acknowledged _____ 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 _____

PREPARED FROM INFORMATION AND DOCUMENTS PROVIDED BY THE PARTIES

thence South 87° 23' East 219.80 feet to an iron pin; thence South 2° 37' West 345.00 feet to an iron pin; thence South 63° 52' West 480.00 feet to an iron pin; thence South 65° 23' West 207.06 feet to an iron pin; thence South 63° 45' West 226.00 feet to an iron pin; thence South 83° 23' 53" West 262.87 feet to an iron pin; thence South 31° 07' East 495.00 feet to a concrete monument in the north margin of Bull Run Road; thence with the North margin of Bull Run Road Southeast along a curve having a radius of 3,635.09 feet a distance of 52.75 to an iron pin; thence S. 57° 20' W. 56.9' to an iron pin; the point of beginning and containing 192.53 acres±.

Being a portion of the property shown on tax map 46 parcels 16, 22, and 3, and recorded in Book 4788, page 99, Register's Office for Davidson County, Tennessee.

Being part of the same property conveyed to Howard R. Claude and Kearney Ramsey by deed from Memorial Trust, H. Raymond Ligon, Trustee, of record in Book 4788, page 854, Register's Office for said County.

It is expressly understood and agreed between the Seller and the Purchasers that the Purchasers, in the event they elect to cut any standing timber, shall pay all proceeds derived from the same to seller, thereby reducing the amount due and owing under the Vendors Lien retained by the Seller. Should the Purchasers fail to pay such proceeds, such failure shall constitute default under terms and conditions of the Vendors Lien. It is further expressedly understood and agreed that this contract shall survive the closing and the consummation of the sale and shall be binding relative to this paragraph upon the Purchasers.

It is further understood and agreed that the Purchasers shall have the right to partial releases of the Vendors Lien upon their tendering $1,750.00 per acre; provided, However, that the lien shall be reserved and not subject to partial release upon a strip One Hundred (100) feet in width fronting upon Bull Run Road for the purpose of egress and ingress to the property to the rear. In the event the Purchasers shall request a partial release, the Purchasers shall bear the expense of preparation of such partial release.

This property conveyed with a 10 foot easement existing for a water line from a spring to the 2.2 acre tract of Howard Claude and Kearney Ramsey. The easement beginning at the North East corner of the said 2.27 acre tract and extending South 83° 23' 53" West, North of and adjacent to the North property line of the said 2.27 acre tract to the North West corner; thence North 56° 30' W. a distance of 970 feet to a spring. Said easement lying across the property shown on Tax map 46, parcels 16 and 22 and recorded in Book 4788, page 99, Register's Office for Davidson County, Tennessee.

The Grantor herein awards a water right easement to 3 adjoining property owners. The Grantee reserves to himself the right to terminate this easement at any time his use of the land shall dictate. The beneficiaries of this easement are required to maintain and repair any water line and no responsibility for such shall be imposed upon the Grantee herein. Permission to enter the described premises for any reason of repair or otherwise shall be obtained from the Grantee.

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Land in the 13th 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.



PREPARED FROM INFORMATION
AND DOCUMENTS PROVIDED BY
THE PARTIES