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BOOK 4950 PAGE 557

INSTALLMENT DEED Form No. WD - 4

FROM

Robert A. Whitson and wife,
Aileen Johnson Whitson

TO

George Franklin Graham and
Paul D. Graham

For draftsman's use

This instrument was prepared by
Jno. B. Cobb, Attorney at Law
Stahlman Building, Nashville, Tenn.

mail

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
George Franklin Graham etal (NAME)	George Franklin Graham (NAME)	133-6
same (STREET ADDRESS OR ROUTE NUMBER)	3708 Nolensville Rd (STREET ADDRESS)	155.1
Nashville Tenn (CITY) (STATE) (P. O. ZIP)	Nashville Tenn. (CITY) (STATE) (ZIP)	234 Pt

(FOR REGISTER'S USE)

D 15385

IDENTIF. REFERENCE

SEP 12 1 35 PM '75

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 70,000.00 Paul D Graham
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE ~~29th~~ 12th DAY OF ~~August~~ September 1975.

D. P. Head
~~Notary Public~~

~~MY COMMISSION EXPIRES:~~ Dep Register

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Seventy Thousand and No/100 ---------- ($70,000.00) ---------- 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 their one note of even date herewith in the principal amount of $60,000.00, payable to the order of Aileen Johnson Whitson in monthly installments of $700.00 each, the first of which is due and payable on the 1st day of October, 1975, and thereafter a like amount on the 1st day of each succeeding month. The installments include interest at the rate of 8% per annum; said payments to be applied first to interest and balance to principal until the entire amount, both principal and interest shall have been paid in full, all in accordance with the terms and conditions as set out in said note.

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 hereon conveyed.

We, Robert A. Whitson and wife, Aileen Johnson Whitson

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

George Franklin Graham and Paul D. Graham

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

TRACT 1: Land in the 6th Civil District of Davidson County, Tennessee, being described according to a copy of a survey made January 5, 1962 by James L. Murphy, Jr., Co., as follows:

Beginning at an iron pin set in the northeasterly margin of Nolensville Road which said point is located 226.75 feet southeasterly from the southeasterly corner of the intersection of Nolensville Road and Wheeler Avenue; thence South 87° 43' East 142.60 feet to an iron pin; thence South 26° 33' East 54.19 feet to an iron pin; thence North 87° 43' West 150.0 feet to an iron pin set in the northeasterly margin of Nolensville Road; thence with said margin of said Road, North 26° 33' West 54.85 feet to the point of beginning.

Grantors also conveyed unto the said grantee such interest as they may have in and to an easement for ingress and egress over and upon a strip of land 10.99 feet in width at the front line thereof on Nolensville Road and at the terminus thereof which is coextensive with the rear line of the above described property, said strip having an actual width of 10 feet and lying adjacent to and immediately south of the southerly line of the property hereinabove described and further reserve to their own use an easement for ingress and egress over and upon the southerly 10 feet to the land hereinabove described. Said grant of easement and reservation of easement constitute an easement twenty feet in width reserve for the joint use of the owners of the land herein conveyed and the owners of the land lying south of the land herein conveyed for ingress and egress.

Being the same property conveyed to Aileen Johnson Whitson, by deed from Audie Joe Johnson, Trustee, of record in Book 4443, page 378, Register's Office for Davidson County, Tennessee.

TRACT 2: Land in the Sixth Civil District of Davidson County, Tennessee, and also being part of the original Tibbs property and described according to a copy of a survey by E. L. Miller, Jr., & Co., dated July 15, 1965, as follows:

Beginning at an iron pin at the southeast corner of the property conveyed to Audie Jo Johnson, Trustee, by deed from C. V. Tibbs and wife, of record in Book 3339, page 29, Register's Office for said County; thence southwestwardly 54.2 feet to an iron pin, the northwest corner of the property conveyed to the herein Grantors, by deed from C. V. Tibbs and wife, of record in Book 3671, page 539, said Register's Office; thence with the north line of the property so conveyed to the Grantors herein eastwardly 7.7 feet to an iron pin; thence South 87° 59' East 160.9 feet to an iron pin; thence south 4° 20' East 82.0 feet to an iron pin; thence South 73° 25' West 70.0 feet to an iron pin in the easterly line of the property conveyed to J. Lillard Templeton, Jr., and Gerald E. Sheridan by deed from the Grantors herein of record in Book 3768, page 241, said Register's Office; thence with Templeton et al's east line, North 24° 20' West 65.0 feet to an iron pin, Templeton's northeast corner; thence with Templeton's north line South 87° 41' West 50.0 feet to an iron pin to the point of beginning.

ALSO conveyed herein is all of the right, title and interest which they may have in and to a certain easement for ingress and egress to and from the subject property as described in deed of record in Book 3339, page 29, extending over the north part of the property conveyed to J. Lillard Templeton et al, of record in Book 3768, page 241; said easement as described in Book 3339, page 29, measures 10.99 feet at Nolensville Road and extends eastwardly 150 feet along the south line of the property conveyed to Audie Joe Johnson, Trustee, measuring 10 feet in width at the southeast corner of the property so conveyed and running through the property of said Templeton et al (supra) along the north 10 feet; which said easement was extended eastwardly an additional 50 feet, terminating at the said Templeton et als' northeast corner and being also 10 feet in width, all as set forth in the deed to said Templeton et al (supra) and shown on the survey of the Templeton et al property in survey by E. L. Miller, Jr., & Co., dated May 22, 1964. ALSO conveyed herein is all our rights to said easements which we may have over the Johnson land (See Book 3339, page 29, Register's Office for Davidson County, Tennessee).

Being the same property conveyed to Robert A. Whitson and wife, Arlene J. Whitson, by deed from A. Hugh Brewer and F. Compton Wallace, of record in Book 3919, page 946, Register's Office for Davidson County, Tennessee.

The said Arlene J. Whitson and Aileen Johnson Whitson, being one and the same person.

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 grantees herein do hereby transfer and convey unto Jno. B. Cobb, Jr. 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 $ insurable value 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 29th day of August 19 75.

George Franklin Graham — Robert A. Whitson

Paul D. Graham — Aileen Johnson Whitson

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Shelby J. McCaskey, a Notary Public in and for said County and State, the within named Robert A. Whitson and wife, Aileen Johnson Whitson and George Franklin Graham and Paul D. Graham the 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 29th day of August, 19 75

DAVIDSON • SHELBY • NOTARY PUBLIC • McCASKEY • TENN.

Shelby J. McCaskey, Notary Public.

Commission expires Feb 11, 1976

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, SEP 12 75 CONV 70,000.00, a Notary Public of the State and County aforesaid, personally appeared SEP 12 75 MORT'G 60,000.00 SEP 12 75 S'TAX A* 182.00 with whom I am personally acquainted and who, upon oath, acknowledged SEP 12 75 TAX A* 58.00 self to be of the SEP 12 75 PR'FEE A* .50 the within named bargainor, a corporation, and that SEP 12 75 W'DEED A* 6.00 * 246.50 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

mail to new owner