BOOK 4970 PAGE 930

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD - 4

FROM

EILEEN BERRY

TO

EDDIE FRIERSON AND WIFE, DORIS SMITH FRIERSON, AND JOHN M. HINES

For draftsman's use

prepared by:
Morris Levine
Stahlman Bldg.
Nashville, Tenn.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mr. & Mrs. Eddie Frierson, Et al (NAME)	SAME (NAME)	Map 48
2110 8th Avenue, South (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	P. 53
Nashville, Tennessee (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

NOV 13 3 35 PM '75

FELIX A. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

D 2 4 3 1 3

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICH EVER IS GREATER, FOR THIS TRANSFER IS

$ 10,000.00 Jeffrey M. Levine
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 3 DAY OF November 1975.

Notary Public

MY COMMISSION EXPIRES: ~~May 14, 1978~~ April 27, 1977

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Ten Thousand ($10,000.00) DOLLARS

of which $ 1,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has executed their promissory note in the principal sum of $9,000.00, of even date herewith, which said note is payable to the order of Eileen Berry. Said note being payable in monthly installments of $99.91 each, including interest at the rate of 8 1/2% per annum on the unpaid principal balance. Monthly payments are to be applied, first, to the payment of interest of the principal, or so much thereof as shall from time to time remain unpaid, and the balance to be applied to payment of principal, until the entire amount is paid in full. The first payment of $99.91 is due and payable on December 1, 1975, and thereafter on or before the 1st day of each succeeding month until full payment is made.

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,

Eileen Berry

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

Eddie Frierson and wife, Doris Smith Frierson, and John M. Hines

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

Land in the 13th Civil District of Davidson County, Tennessee, being Tract No. 4 as shown on a survey made by Petty and Petty, dated May 24, 1973, as follows:

Beginning at a point in the northwesterly margin of McCool Road, said point being the southeasterly front corner of Tract No. 3 conveyed to Mrs. Dorothy M. York by deed of record in Book 4821, page 777, Register's Office for Davidson County, Tennessee; thence with York's easterly line North 23° 55' West 550 feet to a point; thence North 32° 22' West 616 feet to a point; said point being the northwesterly corner of the York lands; thence North 33° 11' east 90 feet to a point; thence North 79° 32' East 384 feet to a point; thence South 4° 53' West 474 feet to a point; thence South 23° 55' East 700 feet to a point in the northwesterly margin of McCool Road; thence with the margin of said Road South 64° 36' West 130 feet to the point of beginning, containing 5.47 acres, more or less.

Land in the 13th Civil District of Davidson County, Tennessee, being Tract No. 5 as shown on a survey made by Petty and Petty, dated May 24, 1973, as follows:

Beginning at a point in the northwesterly margin of McCool Road, said point being the southeasterly front corner of Tract No. 3 conveyed to Dorothy M. York, by deed of record in Book 4821, page 777, Register's Office for Davidson County, Tennessee; thence leaving McCool Road, and with the easterly line of Tract No. 4 as shown on said survey, North 23° 55' West 700 feet to a point; thence North 4° 53' East 474 feet to a point; thence North 79° 32' East 727 feet to a point; thence South 33° 10' West 78 feet to a point; thence South 46° 00' West 372 feet to a point; thence South 49° 28' West 230 feet to a point; thence South 68° 40' West 130 feet to a point; thence South20° 45' East 720 feet to a point in the northwesterly margin of McCool Road; thence with the said margin of said road South 69° 20' West 130 feet to the point of beginning and containing 7.15 acres, more or less.

The above 2 parcels are part of the same property conveyed to Sol Berry, Trustee, with full power to mortgage, sell, transfer and convey without the necessity of joinder with any other person, by deed from Mary L. Shropshire, a widow, of record in Book 3822, page 456, Register's Office for Davidson County, Tennessee. The said Sol Berry having since died, and devised said property to Eileen Berry, under his will of record in Will Book 97, page 305, Probate Court Clerk's Office for Davidson County, Tennessee.

This is unimproved ( )
improved ( ) property known as Eaton's Creek Road, Nashville, Tennessee.

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 _____ 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 $ _____ 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 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 3 day of November 19 75

Eddie S Frierson Jr. — Eileen Berry

Doris Smith Frierson

John M Hines

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, ~~[illegible]~~ E. N. Summey, a Notary Public in and for said County and State, the within named Eileen Berry, Eddie Frierson and wife, Doris Smith Frierson, and John M. Hines, 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 3 day of November, 19 75

E. N. Summey, Notary Public.

Commission expires ~~[illegible]~~ April 27, 1977

E. N. SUMMEY NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY

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 _____, this _____ day of _____, 19 _____.

_____, Notary Public.

Commission expires _____

NOV 13 75 CONV 10,000.00
NOV 13 75 MORT'G *9,000.00
NOV 13 75 STAX A* 26.00
NOV 13 75 STAX 7.00
NOV 13 75 PR'FEE A* .50
NOV 13 75 W'DEED A* 6.00 * 39.50