BOOK 5061 PAGE 787 **Installment Deed**

Return to:
THIRD NATIONAL BANK

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
W L Bainbridge III	W L Bainbridge III	161
(NAME:) 119 Union St.	(NAME:) 119 Union St.	10
(STREET ADDRESS OR ROUTE NUMBER) Nashville Tenn 37201	(STREET ADDRESS) Nashville Tenn. 37201	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of SEVENTY-TWO THOUSAND AND NO/100 ($72,000.00) *Dollars,*

of which EIGHTEEN THOUSAND AND NO/100 ($18,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder FIFTY-FOUR THOUSAND AND NO/100 ($54,000.00) *Dollars,*

W. L. Bainbridge, III

has executed

an installment deed note in the principal amount of $54,000.00 payable to the order of Coleman Realty Co., said note being due and payable on or before one year from even date. Said note bears interest at the rate of 7½% per annum.

This Instrument Was Prepared By
Phillip Sansom (gg)
Of The Law Firm Pedigo & Sansom
Stahlman Building: Nashville, Tennessee

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,

Coleman Realty Co.

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

W. L. Bainbridge, III

his *heirs and assigns,*

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

Land in Davidson County, Tennessee, being a 13.11 more or less acre tract of land lying in the 31st Councilmanic District of Davidson County, Tennessee. Also being tract No. 2 on the Map of the E. H. Rieves Heirs' Land.

Beginning at an existing iron pin in concrete lying on the northerly margin of McMurray Drive;said iron pin being further described as the southeast corner of McMurray Hills as of record in Book 3700, page 5, Register's Office Davidson County, Tennessee; thence leaving the said northerly margin of McMurray Drive and running with the easterly property line of said McMurray Hills north 0° 00' 28" west a distance of 897.82 feet to an iron pin in concrete; thence north 0° 06' 30" east a distance of 236.3 feet to an iron pin in concrete; thence continuing with the said easterly line of McMurray Hills and the easterly line of Whispering Hills, Section 2-B as of record in Book 2663, page 33, Register's Office Davidson County, Tennessee, north 2° 27' 07" east a distance of 113.98 feet to a point; thence north 0° 23' 35" west a distance of 311.01 feet to a point, said point further described as being the southwest corner of Brewer Heights, Section 1, as of record in Book 4595, page 155, Register's Office, Davidson County, Tennessee; thence leaving the said line of Whispering Hills, Section 2 and running with the southerly line of said Brewer Heights

Continued...

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

Subscribed and sworn to before me, this the 24 day of August 19 71

My commission expires: May 28 1978 (Affix Seal)

Affiant

Notary Public

south 53° 53' east a distance of 497.47 feet to a point lying on the westerly line of the Whispering Hills Apartments as of record in Book 4507, page 193, Register's Office, Davidson County, Tennessee; thence leaving the said southerly property line of Brewer Heights and running with the westerly property line of the said Whispering Hills Apartments south 0° 13' west a distance of 1282.13 feet to a point lying on the northerly margin of McMurray Drive, said point being further described as the southwest corner of the Whispering Hills Apartments; thence leaving the said westerly line of the Whispering Hills Apartments and running with the northerly margin of McMurray Drive around a curve, having a radius of 14,400 feet to the left a distance of 98.84 feet to a point; thence north 87° 42' 28" west a distance of 301.46 feet to the point of beginning, containing 13.11, more or less, acres.

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Being part of the same property conveyed to Coleman Realty Co., by deed from Minor R. Fulghum and wife, Verda H. Fulghum, of record in Book 4650, page 119, Register's Office for Davidson County, Tennessee.

Grantors will release at date of deed, 7 lots, from a proposed total of 42 lots for the initial cash payment. Lots will then be released with a minimum of 5 lots, at the rate of $2,300.00 per lot. Lots released will be at the option of the grantee.

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 W. L. Bainbridge, III, his ~~successors~~, *heirs and assigns forever.* I *covenant that* I am *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.*

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* W. L. Bainbridge, III, 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 W. L. Bainbridge, III *hereinafter referred to as trustors, hereby transfer and convey unto* Phillip Saindon, *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 6 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 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 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 23rd *day of* August, *19*76.

COLEMAN REALTY CO.

BY: Robert T. Coleman

Robert T. Coleman, President

W. L. Bainbridge

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Pamela D. Hicks, *a Notary Public in and for said County and State,* W. L. Bainbridge, III

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* 23rd *day of* August, *19*76.

Pamela D. Hicks
Notary Public

NOTARY PUBLIC STATE OF TENNESSEE

Commission expires Aug 28, 1978

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STATE OF .....
COUNTY OF .....

Personally appeared before me, ... *a Notary Public in and for said County and State,* .....

the within named bargainor....., *with whom I am personally acquainted, and who acknowledged that* ..... *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at .....,
this ..... *day of* ....., *19*.....

.....*Notary Public*

Commission expires .....

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Robert B. Cooter, *a Notary Public of the State and County aforesaid, personally appeared* Robert T. Coleman, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* President *of the* Coleman Realty Co., *the within named bargainor, a corporation, and that* he *as such* President, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* himself *as* President.

Witness my hand and seal, at office in Nashville, Tennessee,
this 25th *day of* August, *19* 76

Robert B. Cooter *Notary Public*

Commission expires Jan. 29, 1977

ROBERT B. COOTER * NOTARY PUBLIC * TENNESSEE

Return to:
THIRD NATIONAL BANK

INSTALLMENT DEED

FROM

COLEMAN REALTY CO.

TO

W.L. BAINBRIDGE, III

D 6 4 7 7 6

IDENTIF. REFERENCE

AUG 25 9 13 AM '76

REGISTER
DAVIDSON COUNTY, TENN.

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238

PEDICO & SAMMON

AUG25 76	CONV	72,000.00			
AUG25 76	MORT'G	54,000.00			
AUG25 76	S'TAX		B*	137.20	
AUG25 76	S'TAX		B*	52.00	
AUG25 76	PR'FEE		B*	.50	
AUG25 76	W'DEED		B*	8.00	* 247.70