Installment Deed BOOK 5197 PAGE 405

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Harold H. Batson et ux (NAME:)	Same (NAME:)	91-09-005
6225 Robertson Rd (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Ynestle Tenn (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Fourty Eight Thousand Five Hundred --------($48,500.00) ---------- *Dollars,*

of which --Two Thousand ($2,000.00)---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder --Fourty Six Thousand--- --Five Hundred ($46,500.00)---------- *Dollars,*

Harold H. Batson and wife, Wanda Batson *have* executed four (4) promissory notes, a two thousand ($2,000.00) Dollar promissory note due August 1, 1978 and bearing interest at the rate of nine (9%) percent per annum, two (2) two thousand ($2,000.00) Dollar promissory notes bearing interest at the rate of nine and one-half (9 1/2%) percent per annum, the first note being due August 1, 1979 and the second note being due August 1, 1980, and a fourty thousand five hundred ($40,500.00) Dollar promissory note bearing interest at the rate of eight (8%) percent per annum payable in 220 consecutive monthly installments of ($350.00) Dollars each and the last payment of ($196.80) due November 1, 1995.

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,

H. Rogers Foster, widower of Elsie H. Foster, deceased

have this day bargained and sold, and do hereby transfer and convey unto the said Harold H. Batson and wife, Wanda Batson, their

(successors), heirs and assigns,

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

Being a tract or parcel of land in the 8th. formerly 12th., Civil District of Davidson County, Tennessee, being a portion of the easterly half of lot No. 1 on the Map of the Subdivision of lot No. 21 of the B. F. Cockrill Farm, as of record in book 322, page 58, Register's Office for Davidson County, Tennessee, described as follows:

Beginning at a point in the center of Robertson Avenue 166.5 feet west of the northeast corner of lot No. 1, thence easterly with the center of Robertson Avenue 166.5 feet to a point in the center of Robertson Avenue, being the northeast corner of Lot No. 1, thence southerly parallel to Croley Drive (formerly Walnut Avenue) 268.00 feet to the line between lots Nos. 1 and 2 being the southeast corner of Lot No. 1, thence along the line between lots 1 and 2 westwardly 186.5 feet to a point, thence northerly parallel to Croley Drive 153.0 feet to a point, thence northeasterly, approximately 116.2 feet to the point of beginning.

Being the same property conveyed to H. Rogers Foster and wife, Elsie H. Foster, deceased by deed from Decie L. Garley, widow of Wm. A. Garley, deceased dated March 1, 1941, and recorded in book 1227, page 62, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 48,500.00

Subscribed and sworn to before me, this the 12 day of July 1977

Affiant

My commission expires: 11-26-78

(Affix Seal)

Notary Public

STATE OF TENNESSEE LARGE NOTARY PUBLIC

Grantor herein further reserves an easement for parking in an area fronting Robertson Road 98.1 + feet in depth from Robertson Road and extending from the easterly side of Lot No. 1 and across in front of an existing brick veneer frame building to the westerly boundary of the property herein conveyed. It is further understood and agreed that there shall be no billboards, fences or barriers erected on any of the above described easement which would impede driving or parking.

It is further understood that said property is subject to terms of Lease of Scottish Shoppes System, Inc. dated January 26, 1970 of record in Book 4400, page 155, Register's Office for Davidson County, Tennessee.

N. Rogers Foster

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS
$ 48,500.00
N Rogers Foster
Affiant
SUBSCRIBED AND SWORN TO BEFORE ME, THIS
THE 16th DAY OF Sept 1977.
Deputy Register

This is unimproved ( ) improved (X) property, known as 6225 Robertson Rd. Nashville, Tenn.
(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 Harold H. Batson and wife, Wanda Batson *(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* except as herein noted and 1977 property taxes, a lien not yet due and owing.

SEP 16	CONV	48,500.00			
SEP 16	MORT'G	46,500.00			
SEP 16	S'TAX		B*	126.10	
SEP 16	S'TAX		B*	44.50	
SEP 16	PR'FEE		B*	.50	
SEP 16	W'DEED		B*	8.00	* 179.10

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Harold H. Batson and wife, Wanda Batson, their *(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 Harold H. Batson and wife, Wanda Batson *hereinafter referred to as trustors, hereby transfer and convey unto* Roland M. Lowell, *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 $ insured value *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 or the [illegible] of this [illegible] or [illegible] 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 trust 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 1st day of July, 1977.

E 26280

IDENTIF. REFERENCE

SEP 16 9 01 AM '77

FELIX REGISTER
DAVIDSON COUNTY, TENN.

SELLER:

H. Rogers Foster

H. Rogers Foster

BUYERS AND TRUSTORS:

Harold H. Batson

Harold H. Batson

Wanda Batson

Wanda Batson

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

H. Rogers Foster

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* 1st *day of* July, *19* 77.

Roland M. Lowell *Notary Public*

Commission expires 11-26-78

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Delia Richards, *a Notary Public in and for said County and State,* HAROLD H. BATSON AND WIFE, WANDA BATSON Wanda T. Batson Harold H. Batson *the within named 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, *this* 15th *day of* September, *19* 77

Delia Richards *Notary Public*

Commission expires Dec. 13, 1980

DELIA RICHARDS 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* ....., *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 .....

INSTALLMENT DEED

FROM
H. ROGERS FOSTER

TO
HAROLD H. BATSON ET UX

PREPARED BY:
Roland M. Lowell, Esquire
Buck, Baker & Baker
618 United American Bank Bldg.
Nashville, Tennessee 37219
Telephone: 2556575

Compliments of
GUARANTY TITLE
Office of
CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE