Prepared by Wm. Berry Atty
1st Amer Centre
Nash Tenn

INSTALLMENT DEED

BOOK 5262 PAGE 746

Address New Owner(s) as follows:	Send Tax Bills to:	Map-Parcel Nos.
J. M. Fitts	Same	181-1
(Name)		
4707 Granny White Pike		181-125.2
(Street Address or Route)		
Nashville, Tennessee 37220		
(City, P. O. Box, State)		

FOR AND IN CONSIDERATION of the sum of Five Hundred Fifty Thousand Seven Hundred Thirty and 55/100 ($550,730.55) Dollars, of which Fifty Thousand ($50,000.00) Dollars has been paid in cash by J. M. Fitts, the receipt of which is hereby acknowledged, and for the remainder of Five Hundred Thousand Seven Hundred Thirty and 55/100 ($500,730.55) Dollars the said J. M. Fitts, has executed a promissory note of even date herewith payable to the order of Grantors, H. Rodes Hart and wife, Patricia Ingram Hart, in the amount of $500,730.55, bearing interest at the rate of eight (8%) per cent per annum on the unpaid balance, and payable in installments as follows: The sum of Seventy Thousand ($70,000.00) Dollars, plus interest, on January 15, 1978, and the balance in five (5) consecutive annual installments beginning January 15, 1979 in the amount of Eighty-Six Thousand One Hundred Forty-Six and 11/100 ($86,146.11) Dollars each, plus interest, 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, we, the said H. Rodes Hart and wife, Patricia Ingram Hart, have this day bargained and sold, and do hereby transfer and convey unto the said J. M. Fitts, his heirs and assigns, certain real estate in Williamson and Davidson Counties, Tennessee, as follows:

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS
$ 550,730.55
Affiant
SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 16th DAY OF March 1978
Deputy Register

Two Tracts of land in Davidson and Williamson County, Tennessee, as follows:

TRACT NO. 1:

A tract or parcel of land lying partly in the Sixteenth Civil District, Williamson County and Fifth Civil District, Davidson County, Tennessee, and bound, in general, by Mill Creek, Williams, Whitlow and Cochran, King on the east, Hogan, Thompson, Chrisman, Morthis, Cook and King on the south and Cochran on the west. Beginning at a stake at a corner post in the north margin of Concord Road at King's southwest corner, thence with an existing fence line, North 85° 30 min. west 338 feet, North 87° 45 min. west 183 feet, north 83° 30 min. west 830 feet to Cook's east fence line, thence with his east fence line, north 5° east 1056 feet to his northeast corner, thence with his and Morthis north fence line, north 88° west 1422 feet and south 81° west 109 feet to Chrisman's east line, thence north 227 feet, north 8° 10 min. west 46 feet, north 19° 50 min. west 68 feet and north 35° 15 min. west 95 feet to his northeast corner, thence with his north fence line, north 87° 15 min. west 1240 feet to his northwest corner, thence with his west fence line south 0° 15 min. east 58 feet, south 13° 50 min. east 161 feet, south 61° west 48 feet and south 11° 35 min. west 42 feet to Thompson's northeast corner, thence with his north fence line, north 84° west 928 feet to his northwest corner, thence with his west fence line, south 12° 50 min. west 185 feet to Hogan's northeast corner, thence with his north fence line, north 82° 30 min. west 575 feet, south 88° west 92 feet, south 81° 30 min. west 100 feet, north 87° west 559 feet and north 84° 30 min. west 215 feet to Cochran's east fence line, thence with his east fence line, north 2° 45 min. east 2763.5 feet to an interior corner, thence with his south fence line, south 87° east 1066.7 feet, south 78° 30 min. east 131.8 feet, south 78° east 61.8 feet, south 74° 30 min. east 102 feet to Whitlow's west fence line, thence with his west fence line, south 7° 30 min. west 62 feet and south 4° 15 min. west 957 feet to his southwest corner, thence with his south fence line, south 88° 45 min. east 1704 feet to his southeast corner, thence with his east fence line, north 2° 15 min. east 362 feet to William's south fence line, south 84° east 1451 feet to an interior corner, thence north 2° 40 min. east 807 feet to an interior fence corner, thence south 87° 5 min. east 317 feet to the center line of Bluff Road, thence with said center line, north 1° 5 min. east 373 feet, thence leaving said Road, north 77° 30 min. east 83 feet (more or less) to the center line of Mill Creek, thence with said center line, south 26° 30 min. east 165 feet, south 27° east 520 feet, south 46° 30 min. east 288.5 feet, south 70° 30 min. east 281.8 feet, north 74° east 594 feet, south 72° east 244.2 feet and south 36° east 305 feet (more or less) to King's northwest corner, thence with his west fence line, south 2° 45 min. west 1181 feet and south 5° west 1019 feet, thence leaving said center line and crossing the creek, south 44° 30 min. west 30 feet and south 29° 15 min. west 92 feet to the west side of the creek, thence following closely King's meandering west fence line, south 11° east 191 feet, south 2° 30 min. east 300 feet and South 3° 30 min. West 500 ft. to the point of beginning.

TRACT NO. 2: BOOK 5262 PAGE 748

A tract or parcel of land lying wholly within the Sixteenth Civil District, Williamson County, Tennessee and bound, in general, Pinkerton on the north, east and west, Chrisman and Pinkerton on the south. Beginning at an interior corner of Chrisman, said corner being just east of the Pinkerton driveway and just north of Pinkerton Road, thence with the following new lines, North 25° 15 min. west 190 feet to an 20" cedar tree, north 11° west 501 feet to a stake, north 55° west 248 feet to a cedar stump, south 86° 45 min. west 256.1 feet to a stake, south 52° 30 min. west 118 feet to a stake, south 29° east 149 feet to a 10" elm, south 81° 30 min. east 222 feet to a hackberry, south 66° 25 min. east 211 feet to a telephone pole, south 21° 45 min. east 527 feet to a stake and north 58° 30 min. east 43.2 feet to the point of beginning.

Being the same property conveyed to H. Rodes Hart and wife, Patricia Hart, by deed from Sam E. Pinkerton and wife, Patricia Pinkerton, of record in Book 4324, page 43, Register's Office for Davidson County, Tennessee and in Book 155, page 41, Register's Office for Williamson County, Tennessee.

INCLUDED in the above description but specifically EXCLUDED from this conveyance is the following tract:

Being a tract or parcel of land lying wholly within the Sixteenth Civil District of Williamson County, Tennessee, and bound in general by Pinkerton Road on the North, Bluff Road on the East, Hart on the South and Cook on the West. Beginning at the west margin of Bluff Road at its point of interception with the south margin of Pinkerton Road, thence with the said West margin of Bluff Road S 8° E 83 feet, S 10° 30' E 150 feet, S 16° 30' E 90 feet, S 20° E 72 feet, S 23° 45' E 126 feet and S 26° 30' E 121 feet to a point, thence a new line S 57° W 431 feet to a point in the East boundary line of Cook, thence with his East and North lines N 4° E 590 feet and S 89° 30' W 510 feet to a point in the South margin of Pinkerton Road, thence with the said margin of Pinkerton Road N 76° 25' E 60 feet, N 72° 50' E 110 feet, N 70° E 140 feet, N 66° 25' E 178 feet and N 64° 25' E 176 feet to the point of beginning.

Being the same property conveyed to Frank M. Simpson and wife, Mary Jean Simpson as to a 1/2 interest and John J. Simpson as to a 1/2 interest, by deed from H. Rodes Hart and wife, Patricia Hart, of record in Book 169, page 239, Register's Office for Williamson County, Tennessee.

The property hereby conveyed is described according to a survey by Stanford & Associates, Inc. dated November 7, 1977, as follows:

TRACT NO. I: Beginning at an iron pin in the North margin of Concord Rd. being 326 ft. ± East of the intersection of Bluff Rd; thence with the following calls: N 89° 20' 01" W 326.18 ft. to a p.k. nail in the centerline of Bluff Rd; thence S 89° 59' 05" W 324.94' to an iron pin; thence N 85° 16' 49" W 500.01 ft. to an iron pin; thence N 85° 56' 30" W 193.21 ft. to an iron pin; thence N 1° 51' 05" E 457.16' to an iron pin; thence N 56° 55' 39" E 431.08 ft. to a p.k. nail; thence with the center of Bluff Rd. N 27° 29' 55" W 383.21 ft.; thence with a curve to the right of a radius of 776.212 ft. a distance of 210.89 ft.; thence N 11° 55' 54" W 105.84 ft.; thence with a curve to the right having a radius of 983.326 ft. a distance of 268.12 ft. and passing Pinkerton Rd. at the mid-point of said curve; thence N 3° 41' 28" E 261.31 ft.; thence with a curve to the left having a radius of 384.82 ft. a distance of 164.83 ft.; thence N 20° 51' 01" W 1454.40 ft. to a p.k. nail passing into Davidson Co.; thence N 14° 47' 28" W 515.62' to a p.k. nail; thence N 2° 09' 04" W 372.99 ft. to a p.k. nail; thence leaving Bluff Rd. N 74° 15' 10" E 74.03 ft. to the center of Mill Creek; thence with the center of same S 36° 56' 05" E 162.28 ft.; thence S 35° 05' 49" E 612.19 ft.; thence S 54° 12' 53" E 232.05 ft.; thence S 78° 34' 36" E 266.57 ft. to Owl Creek thence continue S 82° 21' 33" E 910.49 ft.; thence leaving said Mill Creek S 0° 29' 27" E 1184.93 ft. to an iron pin near the County line; thence into Williamson County S 0° 07' 15" W 1008.50 ft.; thence S 42° 15' 06" W 60.13 ft. crossing Owl Creek; thence S 16° 50' 44" W 69.27 ft.; thence S 31° 15' 07" E 209.36 ft.; thence S 0° 38' 24" E 302.22 ft.; thence S 0° 05' 25" E 478.34 ft. to the beginning and containing 107.9034 more or less.

TRACT NO. II: Beginning at the intersection of Bluff Rd. & Pinkerton; thence with the center of Pinkerton Rd. S 60° 41' 26" W 246.85 ft.; thence S 68° 50' 49" W 526.15 ft.; S 84° 05' 02" W 281.34 ft.; S 89° 08' 24" W 353.29 ft.; S 87° 42' 09" W 184.49 ft.; S 79° 31' 23" W 111.48 ft.; thence leaving said Rd. with a fence line to set iron pins as follows: N 3° 37' 50" W 37.79 ft.; N 4° 22' 32" W 212.84 ft.; N 14° 54' 40" W 24.96 ft.;N 24° 02' 30" W 66.16 ft.; N 42° 07' 37" W 96.14 ft.; S 89° 26' W 1232.96 ft.; S 4° 11' 24" E 57.81 ft.; S 19° 01' 28" E 58.51'; S 20° 19' 06" E 100.59'; S 53° 48' 52" W 48.52 ft.; S 5° 41' 25" W 35.93 ft.; N 88° 23' 31" W 591.20 ft.; N 88° 28' 26" W 334.03 ft.; S 0° 19' 21" W 183.79 ft.; S 89° 27' W 576.92 ft.; S 72° 25' 12" W 75.16 ft.; S 76° 34' 06" W 84.53 ft.; S 87° 18' 14" W 409.99 ft.; N 88° 44' 20" W 386.95 ft.; N 0° 11' 51" W 2747.51 ft.; N 89° 09' 08" E 1062.07 ft.; S 73° 10' 01" E 140.39 ft.; S 80° 43' 36" E 61.88 ft.; S 75° 50' 48" E 92.72 ft.; S 1° 17' 45" W 1013.12 ft.; N 89° 00' 45" E 1694.63 ft.; N 1° 27' 27" E 357.19 ft.; N 89° 34' 21" E 1443.79 ft.; N 0° 51' 25" W 806.71 ft. passing into Davidson Co., N 89° 40' 49" E 312.50 ft. to a p.k. nail in Bluff Rd.; thence with the same S 14° 47' 08" E 515.53 ft. to a p.k. nail S 20° 51' 01" E 1454.40 ft.; then with a curve to the right a radius of 384.824 ft., a distance of 164.833 ft.; S 3° 41' 29" W 261.31 ft.; thence with a curve to the left of radius of 983.326 ft.; a distance of 129.726 ft. to the beginning and containing 259.2503 Ac. more or less.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said J. M. Fitts, his 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 except for 1977 taxes which have been prorated, and assumed by Grantee; reservation of 1/4 of an acre for a graveyard, with the right of ingress and egress thereto, as set out in instrument of record in Deed Book 55, page 421, Register's Office for Williamson County, Tennessee; Cemeteries as shown on survey made by C. K. McLemore, November 18, 1967; Easement for right-of-way of any and all roads lying within boundaries of premises; and easement for right-of-way granted Gulf Interstate Gas Company by Sam E. Pinkerton and wife, Patricia Pinkerton, dated October 19, 1953, and recorded in Book 96, page 149, Register's Office for Williamson County, Tennessee.

We do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said J. M. Fitts, his 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 J. M. Fitts, hereinafter referred to as trustor, hereby transfers and conveys unto W. W. Berry, 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:

Trustor agrees 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.

Trustor further agrees 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 trustor 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 per cent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustor 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 and 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, trustor fails 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, and by three publications in any newspaper, daily or weekly, published in Williamson County, Tennessee, to sell said property at the front door of the Courthouse in Williamson 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 trustor, his 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 Offices for Davidson and Williamson Counties, Tennessee, and the title herein conveyed to the above named trustee shall be vested in said successor.

Grantee shall have the right to have the lien of this Installment Deed released with respect to one acre (to be designated by Grantee) of the above-described property for each $1500.00 of the consideration paid in excess of $100,000.

SAMMYE P Fitts, wife of J. M. Fitts, joins herein for the purpose of conveying to W. W. Berry, Trustee, all right, title and interest which she may have in and to the

above-described property by reason of being the wife of J. M. Fitts.

IN WITNESS WHEREOF, the parties to this instrument have signed their names, on this the 20th day of December, 1977.

H. Rodes Hart

Patricia Ingram Hart

J. M. Fitts

Suzanne P. Fitts

STATE OF TENNESSEE)

COUNTY OF Davidson)

Personally appeared before me, _____, a Notary Public in and for said County and State, H. Rodes Hart, 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 20th day of December, 1977.

NOTARY PUBLIC

My Commission expires: January 27, 1979

JANIS GUNSELMAN NOTARY PUBLIC DAVIDSON COUNTY, TENN.

BOOK 5262 PAGE 755

STATE OF TENNESSEE)

COUNTY OF Davidson)

Personally appeared before me, Patricia Ingram Hart, a Notary Public in and for said County and State, Patricia Ingram Hart, the within named bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 20th day of December, 1977.

E 5493 3

IDENTIF. REFERENCE

MAR 16 9 36 AM '78

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TENN.

Janis Guiselman
NOTARY PUBLIC

My Commission expires: February 27 1979

JANIS GUISELMAN NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE)

COUNTY OF Davidson)

Personally appeared before me, William K. Berry Jr., a Notary Public in and for said County and State, J. M. Fitts and wife, Lavonne P. Fitts, 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, Tennessee, this 20th day of December, 1977.

William K. Berry Jr.
NOTARY PUBLIC

My Commission expires: October 15, 1981

WILLIAM K. BERRY, JR. NOTARY PUBLIC DAVIDSON COUNTY, TENN.

MAR 16 78	CONV 550, 73* .55 .00		
MAR 16 78	MORT'G 500, 73* .55 .00		
MAR 16 78 S'TAX		B* 1,931.82	
MAR 16 78 S'TAX		B* 498.70	
MAR 16 78 PR'FEE		B* .50	
MAR 16 78	W'DEED	B* 20.00	* 1,951.02