Installment Deed

BOOK 5267 PAGE 35

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Eugene R. Williams	Same	171
(NAME): 9 Brentwood Court	(NAME):	Par 90 Jd
(STREET ADDRESS OR ROUTE NUMBER) Brentwood 37027 Tenn.	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Two Hundred Forty Thousand and No/100 ($240,000.00)---------- *Dollars,*

of which Sixty Thousand and No/100 ($60,000.00)---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder One Hundred Eighty Thousand and No/100 ($180,000.00)---------- *Dollars,*

Ira T. Adams and Eugene R. Williams *have* *executed* an installment deed note in the principal amount of $180,000.00 payable to the order of Ethel Rich Marshall and husband, W. B. Marshall, in 5 annual installments of $36,000.00 each, plus interest at the rate of 9% per annum on the unpaid principal balance. First installment due and payable 1 year from even date, and on same day of each succeeding year a like amount is due and payable until entire amount, both principal and interest, has been paid in full.

Plan for releasing lots upon partial payment of note is shown in this instrument following description.

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, Ethel Rich Marshall and husband, W. B. Marshall,

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

Ira T. Adams and Eugene R. Williams,

their ~~HEIRS AND~~ *heirs and assigns,*

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

Land in the 6th, formerly the 8th, Civil District of Davidson County, Tennessee, being the southerly part of Lot No. 2, all of Lots Nos. 3 and 4, and part of Lot No. 5 on the Plan of the lands of Peter Owen, deceased, as of record in Minute Book "G", page 238, County Court for said County, described tcgether partly according to a survey made by Erle Drake, County Surveyor, August 12, 1919, and partly according to a survey made by Geo. W. Watkins, Surveyor, August 21, 1951, as follows:

Beginning at a point in the center of Hardscuffle Road, at the southwest corner of the property conveyed to T. B. Barnes and wife, by deed from G. T. Barnes and wife, of record in Book 2019, page 465, Register's Office for said County; thence with said T. B. Barnes'

(Continued)

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

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater for this transfer is $ 240,000.00

Subscribed and sworn to before me, this the 30th day of March 1978.

Affiant

My commission expires:

(Affix Seal)

Notary Public

western boundary line, north 30° 30' east 608 feet to an iron pin set in an old fence line, being said T. B. Barnes' most northerly corner; thence north 4° east 1753.9 feet; thence north 86-3/4° west 775.5 feet; thence south 2-3/4° west 275.88 feet to a stake; thence south 67° west 1276.11 feet to a stone; thence south 4° west 695.8 feet to a stake; thence south 47-1/2° east 1171.5 feet to a stake; thence south 2° west 270.6 feet to a stake; thence south 63° east 554.5 feet, more or less, to the beginning, containing 66.25 acres, more or less.

Less the following described property: Beginning at a common point being the easterly boundary of this property and T. B. Barnes' westerly corner portion in the Hardscuffle Road; thence westerly along the northerly margin of Hardscuffle Road a distance of 656.8 feet to a point; thence north 2° east 103.3 feet to a point; thence north 2° east 270.6 feet to an iron pin; thence south 47° 30' east a distance of 200 feet to an iron pin; thence south 27° west a distance of 149.5 feet to a point; thence south 12° west a distance of 176.0 feet to a point in the northerly margin of Hardscuffle Road; thence westerly along the northerly margin of Hardscuffle Road a distance of 138 feet to the point of beginning, said tract containing 1.51 acres, more or less. Said survey of 1.51 acres, more or less, being made by Dorris E. Boner, dated August 24, 1961.

There is to be expressly reserved in this conveyance an easement, to the 1.51 acre tract above mentioned, of 10 feet in width between the northerly line of the 1.51 acre tract and the spring located north of this 1.51 acre tract of land. This 10 feet in width easement is to run from the northerly line of this tract of land to and including the spring. All electric and water paraphernalia incidental to the conveyance of water from this spring to the above mentioned property may be installed in this easement, together with allowing the owners of this 1.51 acre tract of land to derive all water necessary from this spring for their domestic use.

Being the same property conveyed to Fred Rich and wife, Ethel Rich, by deed from Dorothy F. Norton as of record in Book 3280, page 373, Register's Office for Davidson County, Tennessee. Fred Rich is deceased and Ethel Rich is now Ethel Rich Marshall.

Included in the above description but expressly excluded therefrom are the following tracts of land:

(1) Land in the 6th Civil District of said County and State, described according to a survey by E. L. Miller, Jr. & Co., July 5, 1967, as follows:

Beginning at the southeast corner of the property conveyed to John Moore and wife, of record in Book 4131, page 193, Register's Office for said County; thence with said Moore's southerly line north 73° 35' west 162.7 feet; thence south 16° 35' west 70.3 feet; thence north 72° 00' west 288.8 feet; thence south 57° 50' east; thence north 4° 45' east 221 feet to the beginning, containing 1.0 acre, more or less.

Being the same property conveyed to John Moore and wife, Sue G. Moore, by deed from Fred Rich and wife, Ethel Rich, of record in Book 4156, page 956, Register's Office for Davidson County, Tennessee.

(2) Land in the 6th Civil District of Davidson County, Tennessee, more particularly described as follows:

Beginning at a point in the northerly margin of Cloverland Drive, said point being the southwest corner of the property conveyed to Bobby J. Stanley and wife, Nancy R. Stanley, by deed from Fred Rich and wife, Ethel Rich, as of record in Book 4429, page 78, Register's Office for Davidson County, Tennessee; thence north 19° 10' east 868 feet; north 65° 45' west 13.0 feet; south 19° 10' west, 868 feet to a point in the northerly margin of Cloverland Drive; thence along the northerly margin of Cloverland Drive, south 63° 00' east 13.0 feet to the point of beginning.

Being the same property conveyed to Bobby J. Stanley and wife, Nancy R. Stanley, by quitclaim deed from Ethel Rich Marshall, as of record in Book 4940, page 685, Register's Office for Davidson County, Tennessee.

(3) Land in the 6th, formerly 8th, Civil District of Davidson County, Tennessee, and being part of the land on the Plan of the Land of Peter Owen, deceased, as of record in Minute Book "G", page 238, County Court for said County, and described according to a survey made by E. L. Miller, Jr., June 30, 1970, as follows, to wit:

Beginning at a point in the center of Cloverland Drive, formerly Hardscuffle Road, said point being 3692 feet, more or less, from the right of way of Edmondson Pike in a westerly direction as measured along the center line of said road; thence north 63° 00' west 95.5 feet to a point; thence north 19° 10' east 892.0 feet to an iron pin; thence south 65° 45' east 131.5 feet to a point; thence south 3° 30' west 308.0 feet to a point; south 30° 30' west 608.0 feet to the point of beginning and containing 3.29 acres, more or less.

Being the same property conveyed to Bobby J. Stanley and wife, Nancy L. Stanley, by deed from Fred Rich and wife, Ethel Rich, as of record in Book 4429, page 78, Register's Office for Davidson County, Tennessee.

(4) Land in the 6th Civil District of Davidson County, Tennessee, according to a survey made by E. L. Miller, Jr. and Company, dated July 6, 1966, more particularly described as follows:

Beginning at a point in the center line of Old Hickory Boulevard, 3,423 feet in a westerly direction from the intersection of the center line of Old Hickory Boulevard and the center line of Edmondson Pike; thence south 5° 30' west a distance of 900 feet to a point; thence north 85° 45' west a distance of 40 feet to a post; thence south 4° 45' west a distance of 389 feet to a post; thence north 73° 35' west a distance of 162.7 feet to an iron pin; thence south 16° 35' west a distance of 70.3 feet to a steel post; thence north 72° 00' west a distance of 300 feet to a point; thence north 72° 25' west a distance of 638 feet to a point; thence north 67° 25' east a distance of 120 feet to a point; thence north 66° 00' east a distance of 244 feet to a 6-inch hackberry stump; thence north 3° 45' east a distance of 273 feet to a corner post; thence south 86° 45' east a distance of 760 feet to a post; thence north 5° 30' east a distance of 630 feet to a point in the center line of Old Hickory Boulevard; thence in the center line of Old Hickory Boulevard in an easterly direction a distance of 65 feet to the point of beginning. Said tract of land includes Tract A, which is 1.0 acres, more or less, and Tract B, which is 11.5 acres, more or less, for a combined total of 12.5 acres, more or less.

Included in the above described property but to be expressly excluded therefrom is the following described property:

Land in the 6th Civil District of Davidson County, Tennessee, according to a survey made by E. L. Miller, Jr. and Company, dated July 6, 1966, more particularly described as follows: Beginning at a point in the center line of Old Hickory Boulevard, 3,423 feet in a westerly direction from the intersection of the center line of Old Hickory Boulevard and the center line of Edmondson Pike; thence south 5° 30' west a distance of 900 feet to a point; thence north 85° 45' west a distance of 40 feet to a post; thence south 4° 45' west a distance of 389 feet to a post; thence north 73° 35' west a distance of 51 feet, more or less, to a point; thence north 4° 45' east a distance of 377 feet, more or less, to a point; thence north 5° 00' east a distance of 250 feet, more or less, to a point; thence south 86° 45' east a distance of 35 feet, more or less, to a post; thence north 5° 30' east a distance of 630 feet to a point in the center line of Old Hickory Boulevard; thence in the center line of Old Hickory Boulevard in an easterly direction a distance of 65 feet to the point of beginning. Said property is excluded for the express purpose of establishing an easement for ingress and egress.

Being the same property conveyed to John H. Dunn and wife, Ruth W. Dunn, by deed from Fred Rich and wife, Ethel Rich, as of record in Book 4036, page 459, Register's Office for Davidson County, Tennessee.

There is an easement for water line conveyed to Bobby J. Stanley, et ux, as of record in Book 4506, page 48, Register's Office for Davidson County, Tennessee, together with other rights as described in said instrument.

There are 48 lots proposed by Anderson-Delk & Associates dated 2-9-78, which includes the existing residence on this property. The residence will be released upon payment of $60,000.00 to grantor and the other lots will be released upon payment to the grantor of $5,000.00 a piece.

Possession is to be given in 60 days from date of deed.

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 Ira T. Adams and Eugene R. Williams, their ..... XX(SUCCESSORS), *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 said real estate to said* Ira T. Adams and Eugene R. Williams, their XXXXXXXX *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 Ira T. Adams and Eugene R. Williams, *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 $ 60,000.00, *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.

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 22 *day of* March, *19*78

Eugene R. Williams

Ira T. Adams

Ethel Rich Marshall

W B Marshall

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Phillip Sanders, *a Notary Public in and for said County and State,* Ethel Rich Marshall and husband, W. B. Marshall, and Ira T. Adams and Eugene R. Williams, *the within named bargainor....., 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* 22 *day of* March, *19*78

Phillip Sanders
Notary Public

Commission expires Jan. 29, 1980

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, ..., *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.....

MAR 30 78	CONV	90,000.00			
MAR 30 78	CONV	90,000.00			
MAR 30 78	CONV	60,000.00			
MAR 30 78	MORT'G	90,000.00			
MAR 30 78	MORT'G	90,000.00			
MAR 30 78	S'TAX		B*	624.00	
MAR 30 78	S'TAX		B*	178.00	
MAR 30 78	PR'FEE		B*	.50	
MAR 30 78	W'DEED		B*	12.00	* 814.50

INSTALLMENT DEED

FROM

ETHEL RICH MARSHALL, ET VIR

TO

IRA T. ADAMS, ET AL

E 5697-4

IDENTIF. REFERENCE

MAR 30 8 58 AM '78

FELIX Z. MILLSON II REGISTER
DAVIDSON COUNTY, TENN.

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

PEDIGO & SAINDON