DEED

THIS INSTRUMENT WAS PREPARED BY
REBER BOULT
21ST FLOOR, FIRST AMERICAN CENTER
NASHVILLE, TN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
LEE F. NOEL and J. D. EATHERLY	Same	Map 92-12,
Lee F. Noel Co. (NAME) First American Center (STREET ADDRESS OR ROUTE NUMBER)	(NAME:) BOOK 5277 PAGE 297 (STREET ADDRESS)	Parcel 489
Nashville, TN 37238 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of TWO HUNDRED THOUSAND and no/100 ($200,000.00)---------- *Dollars,*

of which THIRTY THOUSAND and no/100 ($30,000.00)---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder of ONE HUNDRED SEVENTY THOUSAND and no/100 ($170,000.00)---------- *Dollars,*

LEE F. NOEL and J. D. EATHERLY, ("Grantees") *have executed*

a Promissory Note of even date herewith in the original principal amount of $170,000.00, payable to the said Grantors hereinafter set out,

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

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, WHITE HALL MORRISON, JR.; JOHN S. HERBERT; REBER BOULT; and the Estate of Robert D. Herbert, Jr., with ANNE BROWN HERBERT, REBER BOULT and THIRD NATIONAL BANK as both Co-Executors and Co-Trustees under the Will of Robert D. Herbert, Jr., of record in Will Book 118, page 333, Probate Court of Davidson County, Tennessee, probated October 20, 1976, which authorizes the Co-Executors or Co-Trustees under said Will to dispose of the property as they see fit; ("Grantors") have this day bargained and sold, and do hereby convey unto the said Grantees, their *heirs and assigns,*

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

A certain tract or parcel of land in the City of Nashville, Davidson County, Tennessee, described as follows, to wit:

Being the easterly part of Lot 136 on the Map of the Boyd Home Place, as of record in Book 21, page 39, Register's Office for said County, and more particularly described according to a survey prepared by Barry Greer & Associates, Land Surveyors, Job No. 795, dated April 13, 1978, as follows:

BEGINNING at an iron pin set at the intersection of the south R.O.W. of West End Avenue and the west R.O.W. of 17th Avenue South; thence with said R.O.W. of 17th Ave. So. S 32° 00' E, 162.00 feet to the intersection with the north R.O.W. of Broadway Ave.; thence with said R.O.W. of Broadway Ave. S 40° 36' W 103.80 feet to an iron pin at the southeast corner of the property conveyed to Anna Roesch Foutch, by deed of record in Book 2601, page 348, Register's Office for Davidson County, Tennessee; thence with the east line of said Foutch, N 32° 19' W 192.36 feet to an iron pin set in said south R.O.W. of West End Ave.; thence with said R.O.W. N 57° 36' E, 100.10 feet to the beginning.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater for this transfer is $ 200,000.00

Affiant

Subscribed and sworn to before me this the 14th day of April, 1978.

JOAN MARSHALL NOTARY PUBLIC DAVIDSON

My commission expires 2-8-81
(Affix Seal)

Notary Public

BEING the same property conveyed to White Hall Morrison, Jr., John S. Herbert, Reber Boult, and Robert D. Herbert, Jr., by deed from Immanuel Baptist Church, Inc., of record in Book 2637, page 329, Register's Office for Davidson County, Tennessee. The said Robert D. Herbert, Jr., having since died, and his interest in said property vested in Anne Brown Herbert, Reber Boult, and Third National Bank, as both Co-Executors and Co-Trustees under the terms of his will of record in Will Book 118, page 333, Probate Court Clerk's Office for Davidson County, Tennessee.

APR25 78	CONV	90,000.00			
APR25 78	CONV	90,000.00			
APR25 78	CONV	20,000.00			
APR25 78	MORT'G	90,000.00			
APR25 78	MORT'G	80,000.00			
APR25 78	S'TAX		B*	520.00	
APR25 78	S'TAX		B*	168.00	
APR25 78	PR'FEE		B*	.50	
APR25 78	W'DEED		B*	10.00	* 698.50

~~XXXXXXXXX~~
This is improved (X) 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 Grantees ..... their ..... ~~XXXXXXXX~~ *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:

1) 1978 Metropolitan Nashville and Davidson County real property taxes, a lien but not yet due and payable.

2) Leases with tenants in possession of portions of the above described property which have been assigned to the Grantee by a separate assignment of even date herewith.

We ..... *further covenant and bind* ourselves, our ..... *heirs and representatives, to warrant and forever defend the title to said real estate to said* Grantees ..... 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 LEE F. NOEL and J. D. EATHERLY ..... *hereinafter referred to as trustors, hereby transfer and convey unto* J. Greer Cummings, Jr. ....., *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 $ 170,000.00, *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

...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.

BOOK 5277 PAGE 299

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 14th day of April, 1978.

Olivia Boult, Martha Foster Herbert, Anne Brown Herbert and Louise Shull Morrison execute this deed for the express purpose of conveying all right, title or interest which they may have in the property herein.

White Hall Morrison
WHITE HALL MORRISON, JR.

Reber Boult
REBER BOULT

John S. Herbert
JOHN S. HERBERT

Reber Boult
REBER BOULT, Co-Executor

Anne Brown Herbert
ANNE BROWN HERBERT, Co-Executor

THIRD NATIONAL BANK, Co-Executor

By: Alden H. Smith Jr.
Alden H. Smith, Jr.

Olivia Boult

Martha Foster Herbert

Anne Brown Herbert

Louise Shull Morrison

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Joan Marshall, a Notary Public in and for said County and State, Reber Boult and John S. Herbert, the within named bargainor S., 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 14th day of April, 1978.

Joan Marshall
Notary Public

Commission expires NOV 22 1981

NOTARIAL SEAL DAVIDSON PUBLIC TENN.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Gerald H. Langley, a Notary Public in and for said County and State, the within named Olivia Boult, the 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 19th day of April, 1978.

Gerald H. Langley
Notary Public
My Commission Expires: 10-18-81

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Gail K. Parsons, a Notary Public in and for said County and State, the within named Martha Foster Herbert, the 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 19th day of April, 1978.

Gail K. Parsons
Notary Public
My commission expires: 12/23/80

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Joan Marshall, a Notary Public in and for said County and State, the within named Anne Brown Herbert, the 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 14th day of April, 1978.

Joan Marshall
Notary Public
My commission expires: August 1981

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Nancy C. Walker, a Notary Public in and for said County and State, the within named Louise Shull Morrison, the 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 25th day of April, 1978.

Nancy C. Walker
Notary Public
My commission expires: 5-13-79

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STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Sandra K. Harris, *a Notary Public in and for said County and State,* WHITE HALL MORRISON, JR.

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, *this* ~~14th~~ 24th *day of* April, *19*78

Sandra K. Harris *Notary Public*

Commission expires 5-1-81

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, JOAN MARSHALL, *a Notary Public in and for said County and State,* Reber Boult and Anne Brown Herbert, Co-Executors of the Estate of Robert D. Herbert, Jr.

the ~~XXXXXXXX~~ *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 14th *day of* April, *19*78.

Joan Marshall *Notary Public*

Commission expires Aug. 2, 1981

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, JOAN MARSHALL, *a Notary Public of the State and County aforesaid, personally appeared* ALDEN H. SMITH, JR., *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* Vice President and Trust Officer *of the* Third National Bank, *the within named bargainor, a corporation, and that* he *as such* Vice President & Trust Officer, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* himself *as* Vice President & Trust Officer

Witness my Hand and seal, at office in Nashville,
this 14th *day of* April, *19*78.

Joan Marshall *Notary Public*

Commission expires Aug. 2, 1981

INSTALLMENT DEED

FROM

TO

E 61641

IDENTIF. REFERENCE

APR 25 10 42 AM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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