Installment Deed

prepared by Ervin Entrekin
26th Floor, 1st Am Center
Nashville, Tennessee

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
H & B Development Co.	SAME	
(NAME:) 5144 Pritchett Dr	(NAME:) BOOK 5299 PAGE 526	171-96
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tn. 37220	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of One Hundred Ninety-Six Thousand Twenty and 00/100----------($196,020.00)----------*Dollars,* *of which* Fifty-Six Thousand Eight Hundred and 00/100----------($56,800.00)----------*Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* One Hundred Thirty-Five Thousand Two Hundred Twenty and 00/100------($139,220.00)----------*Dollars,* H & B Development Co., a partnership composed of Robert N. Hutcheson and M. Douglas Brown *has executed* a Promissory Note in the principal amount of $139,220.00 payable in two equal annual installments of $46,406.67 and the third and final installment of $46,406.66, together with interest on the unpaid principal balance remaining from time to time at the rate of eight and one-half percent (8-1/2%) per annum, said interest being payable annually,

JUN 16 78	CONV	90,000.00
JUN 16 78	CONV	90,000.00
JUN 16 78	CONV	16,020.00
JUN 16 78	MORT'G	90,000.00
JUN 16 78	MORT'G	49,220.00
JUN 16 78	S'TAX	B* 509.60
JUN 16 78	S'TAX	B* 127.40
JUN 16 78	PR'FEE	B* 50
JUN 16 78	W DEED	B* 8.00 * 655.50

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, Western Hills Development Company, acting by and through its president, Charles A. Wheeler, Jr.

have this day bargained and sold, and do hereby transfer and convey unto the said H & B Development Co., a partnership composed of Robert N. Hutcheson and M. Douglas Brown its *(successors), heirs and assigns,*

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

TRACT I: A 4.66 acre more or less tract of land lying in the 1st Civil District of Davidson County, Tennessee and being a portion of the property conveyed to Western Hills Development Company, a Tennessee Corporation, the deed for which is of record in Book 4377, page 537, Register's Office of Davidson County, Tennessee and being more particularly described as follows: BEGINNING at a point in the westerly margin of Cloverbrook Drive at the southerly terminus of Cloverbrook Drive as dedicated under Section 7 of Cloverland Acres Subdivision as of record in Book 4885, page 67, said Register's Office; thence running with the southerly boundary of said Section 7 of Cloverland Acres South 86° 23' East, 211.08 feet to a point; thence with the Easterly Boundary of said Section 7 N. 22° 55' East, 88.67 feet to a point; thence with the southerly property line of the Jessie M. Williams property, the deed for which is of record in Book 1539, page 287, said Register's Office, S 82° 18' E, 205 feet to a point; thence S 17° 12' E, 424.21 feet to a point thence S 68° 56' W, 225 feet to a point in the southerly margin of Western Hills Development Company property said point also lying on the Davidson - Williamson County Line; thence running with the Davidson - Williamson County line N 57° 22' W, 255.7 feet to a point; thence continuing with the Davidson - Williamson County line N 57° 26' W, 191 feet more or less to a point, said point being the southeasterly corner of lot number 79 of Cloverland Subdivision Section 8 as of record in Book 5060, page 65, Register's Office of Davidson County, Tennessee; thence

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater for this transfer is $196,020.00

Subscribed and sworn to before me, this the 15 day of June, 19 78

My commission expires: 4-18-82 (Affix Seal)

M. Douglas Brown
Affiant

Notary Public

NOTARY PUBLIC
DAVIDSON COUNTY, TN.

running with the easterly boundary of said Lot number 79 N 12° 11' 26" E, 132.80 feet to the beginning of a curve to the left having a radius of 578.37 feet; thence with said curve a distance of 85.54 feet to the point of beginning and containing 4.66 more or less acres. BOOK 5299 PAGE 527

TRACT II: A 31.5 more or less acre tract of land lying in the 1st Civil District of Davidson County Tennessee and being a part of the property conveyed to Western Hills Development Company, a Tennessee corporation, the deed for which is of record in Book 4377, page 537, Register's Office of Davidson County, Tennessee; said portion of property being more particularly described as follows:

BEGINNING at a point in the southerly margin of Cloverland Drive and 12.5 feet westwardly from the centerline of an old public road serving the Buford Anthony property and the George W. Herbert property; thence along the westerly margin of the old public road S 4° 36' W a distance of 1715.22 ft. to a point; thence continuing along the westerly margin of the old public road S 31° 21' W a distance of 23.16 ft. to a point, said point being the northeast corner of the property of Buford Anthony said property being a remainder portion of that property conveyed to Buford Anthony as of record in Book 3612, page 469, said Register's Office; thence with Anthony's northerly line N 53° 39' W, a distance of 262.00 ft. to a point in the easterly margin of a proposed road said point being the northwesterly corner of the Buford Anthony property; thence with the easterly margin of said proposed road and Anthony's westerly line around a curve to the right said curve having a radius of 583 ft., a distance of 246 ft. to the point of tangency of said curve; thence continuing along the easterly margin of said proposed road and Anthony's westerly property line S 60° 11' W. 90 ft. more or less to a point; thence crossing said proposed road N 29° 49' W, a distance of 320 ft. more or less to a point; thence S 59° 57' W 225 ft. more or less to a point, thence N 46° 59' W, a distance of 418 ft. more or less to a point in the westerly property line of the Western Hills Development Company property, the deed for which is of record in Book 4377, page 537, Register's Office of Davidson County, Tennessee; thence running with the westerly property line of the Western Hills Development Company property; thence N 21° 36' a distance of 966 ft. more or less to a point; thence running with the northerly property line of Western Hills Development Company property S 83° 19' E 440.79 ft. more or less to a point; thence leaving Western Hills Development Company's property line and continuing on S 83° 19' E, a distance of 74.4 feet more or less to a point in the westerly (property description continued on back page)

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 H & B Development Co., a partnership composed of Robert N. Hutcheson and M. Douglas Brown, its *(successors), heirs and assigns forever.* It does *covenant that* it is *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 title to that portion of the premises embraced within the bounds of any graves or graveyards with the rights of ingress and egress thereto, easement of Buford Anthony for the purpose of extending Cloverbrook Drive and such other easements and encumbrances against the property as may be duly recorded in the Register's Office.

A street must be in Metro approved plans so existing house and 5+ acres will face street on North side of said 5+ acres retained by Seller.

It does *further covenant and bind* itself, its successors and assigns ~~*xheirsandrepresentatives*~~*, to warrant and forever defend the title to said real estate to said* H & B Development Co., a partnership composed of Robert N. Hutcheson and M. Douglas Brown, its *(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 H & B Development Co., a partnership composed of Robert N. Hutcheson and M. Douglas Brown *hereinafter referred to as trustors, hereby transfer and convey unto* Thomas V. White*, 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

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 5299 PAGE 528

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 15th *day of* June, *19* 78

WESTERN HILLS DEVELOPMENT COMPANY

BY: Charles A. Wheeler Jr.

CHARLES A. WHEELER, JR., PRESIDENT

H & B DEVELOPMENT CO., a partnership

BY: Robert N. Hutcheson

ROBERT N. HUTCHESON

BY: M. Douglas Brown

M. DOUGLAS BROWN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Robert N. Hutcheson and M. Douglas Brown, the partners of H & B Development Co.

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* 15 *day of* June, *19* 78

Katherine N. Lindsley *Notary Public*

KATHERINE N. LINDSLEY NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Commission expires 4-18-82

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, the undersigned, *a Notary Public of the State and County aforesaid, personally appeared* Charles A. Wheeler, Jr., *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* President *of the* Western Hills Development Company, *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* him *self as* president.

Witness my hand and seal, at office in Nashville, Tennessee,
this 15 *day of* June, *19*78

Katherine N. Lindberg *Notary Public*

Commission expires 4-18-82

KATHERINE N. LINDBERG NOTARY PUBLIC DAVIDSON COUNTY, TENN.

(Property Description continued)
margin of a proposed road; thence with the westerly margin of said proposed road around a curve to the right having a radius of 1486.96 feet a distance of 453.6 ft. more or less to the point of tangency of said curve; thence continuing along the westerly margin of said proposed road N 23° 43' E, 120 ft. more or less to the beginning of radius return curve having a radius of 25 ft.; thence around said radius return curve a distance of 39.27 feet to a point being the end of said radius return curve said point also being in the southerly margin of Cloverland Drive and the northwesterly corner of the Western Hills Development Company property; thence along the southerly margin of Cloverland Drive South 66° 17' E, 100.75 ft. to a point; thence S. 73° 53' E, 102.98 ft. to a point; thence S 79° 57' E, 69.85 ft. to the point of beginning and containing 31.5 more or less acres

Upon closing this transaction, Seller agrees to release Tract I, plus approximately 40,000 sq. ft. of Tract II. Thereafter, at such time as a subdivision plat is recorded, subsequent lots may be releases upon payment of $6,000 per lot of one acre more or less to be applied on the principal of the purchase money installment note provided there are no defaults in the terms and conditions of the note or this installment deed securing same.

Grantor reserves the right to remove fences and retain same. Grantee agrees to develop land around the Buford Anthony house and dedicate streets so as not to isolate access to 50 acres of Williamson County property owned by Anthony.

INSTALLMENT DEED

FROM
Western Hills Development Company

TO
H & B Development Company, a partnership composed of Robert N. Hutcheson and M. Douglas Brown

E 7 1 4 9 6

IDENTIF. REFERENCE

JUN 16 11 35 AM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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