9/X

Installment Deed

THIS IN... WAS P... BY
MARTIN & COCHRAN
NASHVILLE, TENNESSEE

BOOK 329 PG 681

Bluff Road Limited Partnership

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
% Jim Fitts	(same)	30 43
(NAME:) 4707 Granny White Pike	(NAME:)	
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tn. 37220	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

BOOK 5588 PAGE 705

FOR AND IN CONSIDERATION of the sum of FOUR HUNDRED SIX THOUSAND TWO HUNDRED THIRTY-SEVEN DOLLARS AND EIGHTY CENTS ($406,237.80)---------- *Dollars,*

of which THIRTY THOUSAND DOLLARS ($30,000.00)---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder THREE HUNDRED SEVENTY-SIX THOUSAND TWO HUNDRED THIRTY-SEVEN DOLLARS AND EIGHTY CENTS ($376,237.80)------- *Dollars*

Bluff Road Limited Partnership, a Tennessee limited partnership, by Samuel P. Fitts, general partner *has* agreed to pay as follows: Fifty thousand dollars ($50,000.00) in cash on January 3, 1979 and the remainder in six equal annual installments of Fifty-Four Thousand Three Hundred Seventy-two Dollars and Ninety-seven cents ($54,372.97) each, represented by six lien notes, the first payable one year after the date hereof and the remaining five payable one each year thereafter, each bearing interest at the rate of eight and one-half percent (8-1/2%) per annum, payable annually,

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, First American National Bank of Nashville, Administrator C.T.A., and Dorothy S. Cochran (hereinafter "Grantors")
have this day bargained and sold, and do hereby transfer and convey unto the said Bluff Road Limited Partnership, a Tennessee limited partnership, its

(successors), and assigns,

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

The description of the said real property is attached hereto as Exhibit A.

The terms and provisions of that certain Option Agreement, dated July 13, 1978, by and between Carmack Cochran, now deceased, and Samuel P. Fitts, shall be treated as surviving the closing thereunder, and the execution and delivery of this installment deed, to the extent paragraph 6 thereof permits prepayment of the balance of the purchase price only after January 3, 1979, paragraph 8 provides for releases from the lien hereof of portions of the aforesaid real property, paragraph 9 provides for application of amounts received in payment of said lien notes, paragraph 14 requires Grantors to take appropriate legal action to obtain complete possession and provides for limited abatement of interest while the grantee is deprived of possession, paragraph 15 requires Grantors to pay a real estate commission, paragraph 16 permits Grantors to remove an old structure and restricts the grantee from interfering with structures on unreleased lands, and paragraph 17 permits the tenant to remove the mobile home.

Possession will be given January 3, 1979, or the date of payment of the aforesaid $50,000.00 due on that date, if later paid.
(over)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 406,237.80

Subscribed and sworn to before me, this the 20th day of December 19 78.

Samuel P. Fitts, general partner

Bluff Road Limited Partnership

My commission expires: Apr 28, 1981
(Affix Seal)

Notary Public

BOOK 329 PAGE 682

EXHIBIT A TO INSTALLMENT DEED - FIRST AMERICAN NATIONAL BANK OF NASHVILLE, ADMINISTRATOR C.T.A., ET AL. TO BLUFF ROAD LIMITED PARTNERSHIP

DESCRIPTION OF PROPERTY BOOK 5588 PAGE 706

A tract or parcel of land located in the 16th Civil District of Williamson County, Tennessee and the 6th Civil District of Davidson County, Tennessee described, according to a survey of Stanford and Associates, Inc., dated August 18, 1978, as follows:

Beginning at an iron pin corner, in Davidson County, said point being 28 feet more or less east of the east right-of-way of Redmond Lane; thence with a line common to the Burchett property S 2° 27' 01" W 509.08 feet to an iron pin, passing the Davidson-Williamson County line at 280 feet more or less; thence with a line common to the south line of tracts sold by Frank Hagewood, S 88° 58' 22" E 1539.45 feet to an iron pin; thence N 0° 46' 10" E 598.98 feet to an iron pin, passing the Davidson-Williamson County, line at 280 feet more or less; thence N 89° 31' 16" E 203.13 feet to an iron pin; thence with a line common to the Hamer property S 1° 04' 49" W 1511.13 feet to an iron pin, passing the Davidson-Williamson County line at 400 feet more or less; thence with a line common to the Whitlow property S 89° 25' 02" W 192.40 feet to an iron pin; thence S 0° 54' 49" E 76.36 feet to an iron pin; thence with the following lines common to the Bluff Road property, N 75° 50' 27" W 93.60 feet to an iron pin; thence N 80° 30' 24" W 61.96 feet to an iron pin; thence N 73° 14' 02" W 140.36 feet to an iron pin; thence S 89° 04' 42" W 1064.67 feet to an iron pin; thence S 0° 11' 51" E 2757.17 feet to an iron pin; thence with a line common to the Claude property N 88° 36' 47" W 990.66 feet to an iron pin; thence S 0° 21' 34" E 924.38 feet to an iron pin; thence N 87° 24' 50" W 417.09 feet to an iron pin; thence N 88° 15' 48" W 1320.45 feet to an iron pin corner; thence N 0° 00' 51" W 1830.17' to an iron pin corner; thence with the following lines common to the McClendon property S 88° 29' 33" E 1165.14 feet to an iron pin; thence N 0° 15' 48" W 1612.96 feet to an iron pin; thence N 87° 22' 41" W 1181.82 feet to an iron pin; thence N 0° 02' 35" E 920.90 feet to an iron pin common to the west boundary of In-A-Vale subdivision; thence S 89° 14' 52" E 1199.99 feet to an iron pin; thence N 0° 19' 12" E 719.45 feet to an iron pin; thence S 88° 59' 32" E 1372.959' passing thru the end of an existing 50 foot right-of-way called Redmond Lane to the point of beginning.

The above described property was conveyed to Carmack Cochran by deed from John Gooch of record in Book 114, page 47, Register's Office for said Williamson County. Said property was devised to Dorothy S. Cochran by will of Carmack Cochran, of record in Will Book 124, page 228, Probate Court for Davidson County, Tennessee.

Together with an easement described as follows:

Beginning at a point on the southerly side of Holt Road in said Sixth Civil District, at a point where Holt Road intersects an unnamed, unmarked public right of way, which said unnamed, unmarked public right of way runs along and marks the westerly boundary of certain property purchased by Marvin W. Moore, Jr., and wife, from the heirs of Frank O. Beerman, said unnamed and unmarked public right of way leaving Holt Road in a southerly direction and crossing two small creeks before reaching the property now owned by said Eunis R. York.

The right of way or private easement herein conveyed is to extend for a width of 35 feet along side of and on the easterly side of said unnamed unmarked public right of way and is to extend for said width of 35 feet in a southerly direction to and including the crossing of the second creek southerly from Holt Road.

Said easement was granted to Carmack Cochran by John Gooch by instrument of record in Book 3000, page 120, Register's Office of Davidson County, Tennessee.

First American National Bank of Nashville is the duly qualified and acting Administrator C.T.A., of the estate of Carmack Cochran, deceased, and joins herein to execute the aforesaid Option Agreement. Accordingly, its coveyance and the covenants hereinafter made are made solely in its aforesaid representative capacity, and are intended to convey all right, title and interest of the said Carmack Cochran in and to said real estate and to be its representation that it has not made or suffered any act or thing that might impair the grantee's title or constitute an encumbrance thereon.

Dorothy S. Cochran, the unremarried widow of the said Carmack Cochran, joins herein as the sole beneficiary under his will, to convey and release any right, title or interest she might have in the said real estate.

The tract of land herein conveyed, according to the said surveyor's report, contains 260.825 acres, more or less, located in Williamson County, Tennessee and approximately 10 acres, more or less, in Davidson County, Tennessee, a total of 270.8252 acres, more or less.

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 Bluff Road Limited Partnership, a Tennessee limited partnership, its *(successors),* ~~heirs~~ *and assigns forever.* Grantors they are *covenant that 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 by the right of ingress and egress to graveyard located on the original tract No. 5, reserved in deed of record in Deed Book 92, page 460, Register's Office of Williamson County, Tennessee; conditions and provisions as contained in easement of record in Book 1726, page 241, and Book 3000, page 120, Register's Office of Davidson County, Tennessee; ~~and exceptions for rights of way of roads, if any, and any matters within boundaries of the aforesaid property.~~

Grantors *further covenant and bind* themselves, their heirs and ~~successors~~ *representatives, to warrant and forever defend the title to said real estate to said* Bluff Road Limited Partnership 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 Bluff Road Limited Partnership, by Samuel P. Fitts, general partner *hereinafter referred to as trustors, hereby transfer and convey unto* Joseph Martin, 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 $ ---------- , 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 8-1/2 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

BOOK 5588 PAGE 708 BOOK 329 PAGE 684

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~~ Williamson 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 20th *day of* December, *19* 78

FIRST AMERICAN NATIONAL BANK OF NASHVILLE

By: William A. Byrn
William A. Byrn, Jr., Vice Pres. and Trust Officer

Dorothy S. Cochran
Dorothy S. Cochran

BLUFF ROAD LIMITED PARTNERSHIP

By: Samuel P. Fitts
Samuel P. Fitts, General Partner

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Mrs. June Pulliam, *a Notary Public in and for said County and State,* Dorothy S. Cochran

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, *19* 78

Mrs. June Pulliam *Notary Public*

Commission expires 4/28/81

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 5588 PAGE 709 BOOK 329 PAGE 685

Personally appeared before me, Mrs. June Pulliam, *a Notary Public in and for said County and State,* Samuel P. Fitts, general partner of Bluff Road Limited Partnership, *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, *19* 78

Mrs. June Pulliam *Notary Public*

Commission expires April 28, 1981

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Mrs. June Pulliam, *a Notary Public of the State and County aforesaid, personally appeared* William A. Byrn, Jr., *with whom I am personally acquainted, and who, upon oath, acknowledged* himself *to be* Vice President and Trust Officer *of the* First American National Bank of Nashville, Adm'r, C.T.A. *the within named bargainor, a corporation, and that* he *as such* Vice President and 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 and Trust Officer.

Witness my hand and seal, at office in Nashville, Tennessee, *this* 20th *day of* December, *19* 78

Mrs. June Pulliam *Notary Public*

Commission expires April 28, 1981

12-21-78
TRANSFER TAX
MORTGAGE TAX 374.20
PROBATE FEE .50
TOTAL PAID 374.70
RECEIPT NO. 91285
REG. OR DEP. REG.
WILLIAMSON COUNTY

WILLIAMSON COUNTY — STATE OF TENNESSEE
Received for record the 21 day of Dec. 78
at 3:50 o'clock P M. Noted in Note Book 27 Page 362
and Recorded in Book No. 329 Page 681 State 1066.62
Paid 1056.12 Fee .50 Recording Fee 10.00 Total
Receipt No. 91285 Witness my hand
J. D. Rumley Reg.

APR 9 10 35 AM '80
FEE
WILLIAMSON COUNTY, TENN.
REGISTER

RECEIVED

F 842276

IDENTIFICATION REFERENCE

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

File Box 38

INSTALLMENT DEED

FROM
FIRST AMERICAN NATIONAL BANK OF NASHVILLE, ADM'R C.T.A., ET AL.

TO
BLUFF ROAD LIMITED PARTNERSHIP