This instrument was prepared by
Reau E. Folk, Jr., Attorney,
3829 Cleghorn Avenue
Nashville, Tennessee 37215

Send Tax Bills to New Owner:
R. C. H. Mathews, Jr., Trustee
480 Craighead Street
Nashville, Tennessee

Map Parcel Nos.: 84-0-10
83-0-4-1

Field Book Nos.: 15DA-49110
15DA-49097

Property is unimproved.

INSTALLMENT DEED

BOOK 5712 PAGE 696

FOR AND IN CONSIDERATION of the sum of Ninety-nine Thousand Dollars ($99,000.00), of which Twenty-nine Thousand Dollars ($29,000.00) has been paid in cash by R. C. H. Mathews, Jr., Trustee, the Grantee herein, the receipt of which $29,000.00 is hereby acknowledged by Mary Linda Cooper, the Grantor herein, and for the remainder of Seventy Thousand Dollars ($70,000.00) the said R. C. H. Mathews, Jr., Trustee, has executed his promissory note, dated December 10, 1970, in the principal sum of $70,000.00, bearing interest at the rate of six percent (6%) per annum, payable to the order of the said Mary Linda Cooper in ten annual installments of $7,000.00 each, plus interest computed on the unpaid principal balance, beginning December 10, 1971, and continuing on the 10th day of December of each succeeding year until the total of principal and accrued interest is paid, the said note providing for prepayments of any amount at any time, but further providing for the payment of attorney's fees in the event of default, and to secure the payment of said note a vendor's lien is expressly retained on the interest in land herein conveyed,

The said MARY LINDA COOPER, the Grantor, of Nashville, Tennessee, has this day bargained and sold, and by these presents does transfer and convey unto the said R. C. H. MATHEWS, JR., TRUSTEE, the Grantee, of Nashville, Tennessee, with full power to

02/2n 355.90- CHECK

863

sell, transfer, convey and/or mortgage without the joinder of any beneficiary, his successors and assigns, an undivided one-third (1/3) interest in and to three tracts of land in the 15th (at times referred to in prior instruments as the 11th), formerly the 18th, Civil District of Davidson County, Tennessee, described as follows:

TRACT No. I:

Described partly according to a survey made by Geo. W. Watkins, Surveyor, October 13, 1961, as follows:

Beginning at a stake on the easterly margin of Brittany Drive at the northwest corner of Lot No. 5 on the Plan of Eastland Acres, Section Seven, as of record in Book 2330, page 6, Register's Office for said County; thence, with the easterly margin of said Drive, north 29°41' east 96.86 feet to an iron pipe at the southwest corner of the property conveyed to Lillard Bozman and wife by deed from W. P. Cooper et al., of record in Book 2745, page 25, and corrected in Book 3131, page 310, said Register's Office; thence, with said Bozman's southern boundary line, south 67°50' east 280 feet to an iron pipe at said Bozman's southeast corner; thence, with said Bozman's eastern boundary line, north 28°15' east 180 feet to an iron pin at said Bozman's northeast corner; thence, with said Bozman's northern boundary line, north 67°35' west 10 feet to a monument at the southeast corner of Lot No. 221 on the Plan of Eastland Acres, Section Five, of record in Book 2330, page 84, said Register's Office; thence, with the easterly line of Lots Nos. 221, 222 and 223, north 12°35' east 366.76 feet to a stake at the southwest corner of the property conveyed to William C. Moore and wife by deed from W.P. Cooper et al., of record in Book 3225, page 284, said Register's Office; thence, with said Moore's southern boundary line, south 87°18' east 1194.41 feet to a stake at said Moore's southeast corner; thence, with said Moore's eastern boundary line, north 3°13' east 409.81 feet to a stake at said Moore's northeast corner; thence, with said Moore's northern boundary line, north 87°18' west 154.18 feet to the beginning of a curve having a radius of 1165 feet; thence, continuing with said Moore's northern boundary line around said curve, 180.62 feet and south 83°47' west 302.44 feet to the southeast corner of the property conveyed to John W. Yunker and wife by deed from W. P. Cooper et al., of record in Book 3218, page 48, said Register's Office; thence, with said Yunker's eastern boundary line, north 6°13' west 312.98 feet to an iron pin at said Yunker's northeast corner; thence south 87°26' east 1243 feet to an iron pin; thence, with a fence, north 2°30' east 1564 feet and south 88°30' east 2381 feet to a point in

the western boundary line of the property conveyed to the United States of America by deed from W. P. Cooper et al., of record in Book 2271, page 411, said Register's Office; thence, with said western boundary line, southwestwardly 4521 feet; thence north 76°26' west 2535 feet to the beginning, containing 199.51 acres, more or less.

TRACT NO. II:

The fee underlying the flowage easement conveyed to the United States of America by Warranty Deed of Flowage Easement from W. P. Cooper and others, of record in Book 2271, page 411, Register's Office for said County, which instrument contains the following description:

A tract of land lying entirely below the 393.5 foot contour line, above mean sea level, situate on the right descending bank of the Cumberland River, in the 11th (formerly 18th) Civil District of Davidson County, Tennessee, and bounded substantially as follows:

Beginning at a point where the 393.5 foot contour line crosses the dividing line between the lands now or formerly of Clarence L. Barrick et ux. and the lands of the subject owner, said point being south 88°00' east 2,730 feet, more or less, from the most southerly corner of the lands of said Barrick; thence, leaving said contour line and along said Barrick line, south 88°00' east 30 feet to a point in the ordinary high water line of the Cumberland River; thence, southerly and downstream, following the meanderings of said water line, a distance of 5,030 feet, more or less, to a point in the line of the lands now or formerly of Clark and Loona Sanders Gower; thence, leaving said water line and along said Gower line, north 52°30' west 30 feet to a point where the 393.5 foot contour line crosses the dividing line between the lands of said Gower and the lands of the subject owner; thence, leaving said Gower line, severing the lands of the subject owner and following the 393.5 foot contour line as it meanders generally north 43°00' east 50 feet, north 35°00' east 540 feet, north 36°00' east 150 feet, north 33°00' east 245 feet, north 24°30' east 360 feet, north 37°30' east 330 feet, north 23°00' east 930 feet, north 33°00' east 1,320 feet, north 45°30' east 205 feet, north 27°30' east 260 feet and north 40°00' east 610 feet to the point of beginning, containing three and forty-six hundredths (3.46) acres, more or less.

TRACT NO. III:

Beginning in the southeasterly margin of Eastland Avenue at a concrete monument marking the northernmost corner of the subdivision known as Eastland Acres, Section Five, as it appears of record in Book 2330, page 84, Register's Office for said County; thence, with the northeasterlymost boundary line of said subdivision, south 45°20' east 212 feet to a concrete monument which

marks the most easterly northern corner of said subdivision; thence, with the easterly boundary line of said subdivision, south 44°23' west 198.8 feet to a concrete monument, south 21°34' west 123.9 feet to a concrete monument, and south 12°39' west 53.14 feet to a stake; thence, leaving said subdivision, south 87°18' east 1,194.41 feet to a stake; thence north 3°13' east 409.81 feet to a stake; thence north 87°18' west 154.18 feet to the beginning of a curve with a radius of 1,165 feet; thence westwardly along said curve, 180.62 feet to the end of the curve; thence south 83°47' west 302.44 feet to the southeasterly corner of the property conveyed to John W. Yunker by deed of record in Book 3218, page 48, said Register's Office; thence, with Yunker's line, south 83°47' west 199 feet to the beginning of a curve with a radius of 175.8 feet; thence, with said curve, westwardly and northwestwardly 155.72 feet to the end of said curve; thence, continuing with Yunker's line, north 45°20' west 191.78 feet to the beginning of a curve with a radius of 25 feet; thence, around said curve in a northwesterly and northerly direction, 37.16 feet to a point in the southeasterly margin of Eastland Avenue; thence with the same, southwestwardly 82.98 feet to the beginning, containing 9.66 acres, more or less.

Being the same property a one-third undivided interest in which was devised to Mary Linda Cooper by the will of W. P. Cooper, deceased, of record in Will Book 95, page 79, Probate Court for said County, the said W. P. Cooper having deraigned his title thereto in the following manner:

Tracts Nos. I and II are parts of the property conveyed to James L. Cooper by deed from Hiram Vaughn, of record in Book 70, page 539, Register's Office for said County, and by correctory deed from Hiram Vaughn and wife, Martha Ann Vaughn, of record in Book 203, page 626, said Register's Office. Said land was thence devised to Sallie V. Cooper as the sole devisee under the will of the said James L. Cooper, deceased, of record in Will Book 42, page 66, said Probate Court. Said land was thence devised to Col. Vaughn W. Cooper and W. P. Cooper, each as to an undivided one-fourth (1/4) interest, and to certain other devisees, as devisees under the will of Sallie V. Cooper, deceased, of record in Will Book 53, page 85, said Probate Court. And, finally, the said one-fourth interest of the said Col. Vaughn W. Cooper was thence devised to William P. Cooper (the same person as W. P. Cooper) and two other devisees, each as to an undivided one-third (1/3) interest, each such one-third interest being an undivided one twelfth (1/12) of the whole, as devisees under the will of Vaughn W. Cooper, deceased, of record in Will Book 69, page 269, said Probate Court.

Tract No. III is the same property conveyed to W. P. Cooper, E. W. Cooper and Anna Cooper Frost by Substitute Trustee's Deed from L. S. Williams, Substitute Trustee, of record in Book 4141, page 283, said Register's Office.

The said property is conveyed subject to:

(1) A flowage easement, covering Tract No. II, which was conveyed to the United States of America by Warranty Deed of Flowage Easement from W. P. Cooper et al., of record in Book 2271, page 411, said Register's Office, together with other rights therein set forth.

(2) Two easements for trunk sanitary sewers conveyed to the City of Nashville, Tennessee, one from William C. Moore and wife, affecting the westerly portion of Tract No. III, of record in Book 3430, page 166, said Register's Office, and the other from William P. Cooper et al., affecting the westerly portion of Tract No. I, of record in Book 3435, page 92, said Register's Office.

(3) Restrictive covenants, affecting Tract No. III, of record in Book 3225, page 284, and in Book 3645, page 113, said Register's Office, but with the proviso that said restrictions may be amended or abolished by agreement with the owners of the other two thirds of the said property.

(4) The dedication of the northerly 60 feet, more or less, of Tract No. III for use as a public roadway, of record in Book 3675, page 428, said Register's Office, but with the proviso that said dedication, until it is legally accepted, may be revoked by joint action of the owners of the entire tract.

TO HAVE AND TO HOLD the said one-third undivided interest in and to the whole of the said three tracts of land, as described above, with the estate, title and interest thereto belonging, to the said R. C. H. MATHEWS, JR., TRUSTEE, with full powers as aforesaid, his successors and assigns, forever.

The said MARY LINDA COOPER covenants she is lawfully seized and possessed of the said one-third undivided interest in the three tracts of land described above, that she has a good right to convey said one-third undivided interest, and that said one-third undivided interest is unencumbered, except as shown above.

And the said MARY LINDA COOPER further covenants and binds herself, her heirs and representatives, to warrant and forever defend the title to the said one-third undivided interest in the

three tracts of land described above to the said R. C. H. MATHEWS, JR., TRUSTEE, his successors and assigns, against the lawful claims of any and all persons, with only the exceptions set forth above.

AND NOW, for the purpose of better and more effectually securing the payment of said lien indebtedness, and in order to render court proceedings unnecessary for the enforcement of said lien in the event of non-payment of said note referred to above, and installments thereof as they mature, and in consideration of one dollar paid in cash, the receipt of which is hereby acknowledged, the said R. C. H. MATHEWS, JR., TRUSTEE, hereinafter referred to as the Trustor, hereby transfers and conveys unto MILLER MANIER, TRUSTEE, his successors and assigns, said one-third undivided interest in the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, upon the following uses and trusts:

The Trustor 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; 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, the said one-third undivided interest in 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 the 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 six percent (6%) interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if the Trustor shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, 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, or pay said other sums when due, as herein provided, the 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 or holder of said indebtedness, within thirty days from the 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 the said one-third undivided interest in 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 the one-third undivided interest in said property, and shall account only for the net rents actually received by him. It is further agreed that, in the event the Trustee fails, before selling said one-third undivided interest in 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 to said one-third undivided interest in said property. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

1. 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.

2. To the payment of all taxes which may be unpaid on said premises.

3. To the payment of all unpaid indebtedness herein secured, and any and all sums expended in the protection of the said one-third undivided interest in said property, as herein authorized.

4. The residue, if any, will be paid to the Trustor, his order, or his successor, representatives or assigns.

The holder of the note secured hereby may at any time, at will, name a substitute trustee 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.

In the event of partition of the whole of said three tracts, as described above, among the said R. C. H. MATHEWS, JR., TRUSTEE, and the owners of the other two thirds of said property, it is understood and agreed that the lien hereinabove retained to secure the payment of said indebtedness shall attach to that third of the said three tracts allotted to the said R. C. H. MATHEWS, JR., TRUSTEE; and, if such partition is made, the said MARY LINDA COOPER, or lawful owner and holder of the said note, will release from the said lien one acre of such land for each One Thousand Five Hundred Dollars ($1,500.00) paid, or having been paid, on the principal indebtedness. The acre or acres to be released may be chosen by the said R. C. H. MATHEWS, JR., TRUSTEE (or his successors or assigns), who shall furnish prepared written releases containing proper descriptions.

IN WITNESS WHEREOF, the said MARY LINDA COOPER and R. C. H. MATHEWS, JR., TRUSTEE, have subscribed their names hereto on this, the 10th day of December, 1970.

Mary Linda Cooper
Mary Linda Cooper

R. C. H. Mathews, Jr., Trustee
R. C. H. Mathews, Jr., Trustee

STATE OF TENNESSEE:
COUNTY OF DAVIDSON:

Before me, Reau E. Folk, Jr., a Notary Public in and for said County and State, personally appeared Mary Linda Cooper and R. C. H. Mathews, Jr., Trustee, 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 10th day of December, 1970.

Reau E. Folk, Jr.
Notary Public

My commission expires: July 23, 1974

STATE OF TENNESSEE:
COUNTY OF DAVIDSON:

The actual consideration or value, whichever is greater, for this transfer is $99,000.00.

R. C. H. Mathews, Jr.
Affiant

Sworn to and subscribed before me,
this 10th day of December, 1970.

Reau E. Folk, Jr.
Notary Public

My commission expires: July 23, 1974.

RUSH

IDENTIF. REFERENCE
G 3 0 1 0 2

FEB 20 2 35 PM '81
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

BOOK 5712 PAGE 706

RECEIVED OF _____

FOR _____

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			99000.00- CO	
			70000.00- MO	
			257.40 CO TX	
			68.00 MO TX	
			.50 PRFEE	
			30.00 WDEED	
			CHECK 355.90-	
0863A02/20/81			BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 3 0 1 0 2

IDENTIF. REFERENCE

FEB 20 2 35 PM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 807716