2157

INSTALLMENT DEED — TENNESSEE TITLE CO.

For and in Consideration of the sum of

TWENTY-EIGHT THOUSAND TWO HUNDRED FIFTY & 00/100 ($28,250.00) - - - Dollars,

of which EIGHT THOUSAND TWO HUNDRED FIFTY & 00/100 ($8,250.00) - - - Dollars,

has been paid in cash by DANSTAN REALTY CORPORATION,

the receipt of which is hereby acknowledged, and for the remainder

TWENTY THOUSAND & 00/100 ($20,000.00) - - - Dollars,

the said DANSTAN REALTY CORPORATION, by its duly authorized officers, has executed two promissory notes, bearing even date herewith, for TEN THOUSAND & 00/100 ($10,000.00) DOLLARS each, one due January 15, 1954, and the other due January 15, 1955, and bearing interest at the rate of five per cent (5%) per annum, with the right reserved in the said Danstan Realty Corporation at any time on or after January 15, 1954, to pay any unpaid balance due and to pay interest only on earned time,

all of said notes bearing six per cent interest from date of maturity and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, We, ROBERT H. McINTYRE AND WIFE, SARA O. McINTYRE,

have this day bargained and sold, and do hereby transfer and convey unto the said DANSTAN REALTY CORPORATION, a New Jersey Corporation having an office at CLEVELAND, OHIO, its successors and assigns, certain real estate in Davidson County, Tennessee, as follows:

A tract of land in the Sixth (6th) Civil District of Davidson County, Tennessee, (McIntyre Property), described according to a survey made July 27, 1953, by W. W. Turner Co., Engineers, as follows:
Starting with an iron pin in the southerly margin of Old Woodycrest Avenue at the easterly margin of New Woodycrest Avenue and running thence the following calls and distances: South 88° 10' East along the southerly margin of Old Woodycrest Avenue 247 feet to a concrete monument; thence South 3° 39' West 138.7 feet to a concrete monument in the Northwest margin of the L. & N. Railroad right-of-way; thence in a Southwesterly direction, along the Northwest margin of the L. & N. Railroad right-of-way, said margin being 50 feet from and parallel with the center line of the North bound Main Track, 65 feet to a point; thence leaving said Railroad right-of-way and running South 68° 3' West 372 feet to an iron pin; thence North 3° 28' West 240 feet to a point in the Southerly margin of New Woodycrest Avenue; thence North 74° 27' East along the Southerly margin of said Avenue 28 feet to an iron pin, and continuing along the margin of said Avenue, northerly along a slight curve, having a radius of 849 feet, a distance of 132 feet to the point of beginning, containing 2.04 acres, more or less.
Being part of the property conveyed to Robert H. McIntyre by deed from McIntyre Floral Company, of record in Book 1196, page 199, Register's Office for said County.

Together with a perpetual easement for ingress and egress and for loading and unloading (including parking incident to loading and unloading) trucks and other vehicles, over the strip of land 25 feet in width adjoining the above described parcel of land on the West and extending from the Southerly margin of Woodycrest Avenue to the prolongation Westerly of the Southerly boundary line of said parcel of land; but subject to the right of the sellers to use said strip solely for the purpose of ingress to and egress from the other land of the Sellers abutting said strip on the West and South; and the Buyer may, at its option, construct a roadway over all or any part of said strip, according to such plans and specifications as shall be satisfactory to the Buyer; and the Sellers covenant that, from and after the time when they or their successors in title in respect of the land abutting said strip on the West or the South shall first use said strip for ingress and egress, as aforesaid, they will pay to the Buyer a one-half share of all amounts thereafter paid or incurred by the Buyer for the repair, maintenance or replacement of any roadway running over said strip; and if, before the Buyer shall construct such a roadway, the Sellers shall construct and open a 50-foot street, in part over said strip, the Buyer's easement shall be deemed to cover the entire street, and from and after the time when the Buyer shall first use such street, the Buyer will pay to the Sellers a one-half share of all amounts thereafter paid or incurred by the Sellers for the repair, maintenance or replacement of that portion of the street which abuts the Buyer's land:

FULL RELEASE

E.J. Nilsonne 12 May 1954

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