ATTORNEYS AT LAW
400 COMMERCE UNION BANK BUILDING
NASHVILLE, TENN. 37219

INSTALLMENT DEED

BOOK 3974 PAGE 813

Address New Owner as Follows:	Send Tax Bills to:	Map-Parcel Nos.
Albert B. Maloney	Albert B. Maloney	Map 93-6-1
Nashville Bank & Trust Bldg	Nash. Bank & Tr Bldg	Par. 7
Nashville Tenn	Nashville, Tenn	

FOR AND IN CONSIDERATION OF the sum of Two Hundred Fifty Thousand ($250,000.00) Dollars, of which $65,000.00 has been paid in cash by the Grantee hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said Grantee has executed a promissory note payable to the Grantor in the principal sum of One Hundred Eighty-five Thousand ($185,000.00) Dollars payable as follows: on the 31st day of December, 1966 the sum of $61,666.67, on the 31st day of December, 1967 the sum of $61,666.67, and on the 31st day of December, 1968 the sum of $61,666.66, together with interest on the unpaid principal at the rate of five and one-half per cent (5-1/2%) per annum, with prepayment privilege as provided in said note, and providing for payment of attorney's fees, and to secure the payment of said note, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed, Third National Bank in Nashville, Trustee under the will of Edmund W. Cole, deceased, and Trustee under the will of Anna Russell Cole, deceased, pursuant to decree entered in Minute Book 192, page 225, Chancery Court at Nashville, in the cause of Third National Bank, Trustee, Et Al vs. Anna Russell Cole Weaver, Et Al, Rule No. 87911, hereinafter called Grantor, has this day bargained and sold, and does hereby transfer and convey unto Albert B. Maloney, herein called Grantee, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being part of Lot No. 113 on the Map of the Original Town of Nashville, not of record, described according to a copy of a survey made by Z. J. Wilkinson, Surveyor, dated March 13, 1961, as follows:

Beginning at a point in the west margin of 6th Avenue North, at the intersection of the south line of Alley No. 59; thence

THIS INSTRUMENT PREPARED BY
ROBERT J. WARNER, JR., Attorney
400 Commerce Union Bank Building
Nashville, Tennessee

along the south margin of said alley, at right angles westerly 140.3 feet to the easterly margin of Capitol Boulevard; thence with the margin of said Boulevard, southerly 31.15 feet to the centerline of a party wall; thence with the centerline of the same, easterly 140.2 feet to the west margin of 6th Avenue north; thence with the margin of the same, northerly 31.15 feet to the point of beginning.

Being the same real property conveyed to Nashville Bank & Trust Company, now Third National Bank, Trustee, by deeds from The National Life and Accident Insurance Company, of record in Book 3225, page 513, and Book 3225, page 516, Register's Office for said County.

This is improved property, known as 219 Sixth Avenue, North, Nashville, Tennessee.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantee, his heirs and assigns, forever. Grantor covenants that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered.

Grantor, in its capacity as Trustee and in no other capacity, further covenants and binds itself, its successors and assigns, to warrant and forever defend the title to the said real estate to said Grantee, his 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 note, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said note, as it matures, as hereinafter provided, and for the consideration of One Dollar, to me paid, I, the said Grantee herein, do hereby transfer and convey unto J. Douglas Williams, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid only. I, the said Grantee, do hereby 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 at least the sum of $185,000 oc until the note 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 and holder of said note, as its interest may appear. I further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case I fail to do either, then the said Trustee, or the lawful owner and holder of said note may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment. Now, if I, the said Grantee, shall pay the note aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if I fail to pay said note or any installments thereof promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; we fail to reimburse the Trustee or lawful owner and holder of said note for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said note, 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 note, or any installments thereof, then past due and unpaid, all remaining unpaid installments 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 conveyance. I agree that the

Trustee may at any time after default in the payment of any installment of said note enter and take possession of said property, and shall only account for the net rents actually received by him. I further agree 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 installments of the note 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 the Grantee herein, his heirs, representatives or assigns.

In the 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 lien note 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 said Trustee shall be vested in said successor.

Said Trustee shall execute this trust without being required

to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, the said Grantor and Grantee have hereunto executed this the 31st day of December, 1965.

THIRD NATIONAL BANK IN NASHVILLE, TRUSTEE UNDER THE WILL OF EDMUND W. COLE, DECEASED, AND TRUSTEE UNDER THE WILL OF ANNA RULLELL COLE, DECEASED

By F. S. Parker
VICE PRESIDENT & TRUST OFFICER

Attest:
D. F. Phelps
TO

Albert B. Maloney
Albert B. Maloney

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Fannie Rogers a Notary Public in and for the State and County aforesaid, personally appeared F. S. Parker and D. F. Phelps, with whom I am personally acquainted, and who upon their several oaths acknowledged themselves to be the Vice Pres. Trust Officer and Trust Officer, respectively, of Third National Bank in Nashville, the within named bargainor, a corporation, and that they as such Vice Pres. Trust Officer and Trust Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said F. S. Parker as such Vice Pres. Trust Officer and attesting the same by the said D. F. Phelps as such Trust Officer.

Witness my hand and official seal at Nashville, Tennessee, on this the 31 day of Dec., 1965.

NOTARY PUBLIC * DAVIDSON COUNTY, TENN. * FANNIE ROGERS

Fannie Rogers
Notary Public

My commission expires: 4/2/68
2-3-68

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STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Fannie Rogers, a Notary Public in and for said County and State, the within named Albert B. Maloney, the 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 21st day of Dec., 1965.

Fannie Rogers
Notary Public

My commission expires: 2-3-68

NOTARY PUBLIC FANNIE ROGERS DAVIDSON CO. TENN.

784370

784373

19 120

DOCUMENTARY UNITED STATES INTERNAL REVENUE 10 TEN DOLLARS 10

DOCUMENTARY UNITED STATES INTERNAL REVENUE 5 FIVE DOLLARS 5

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DO NOT PUBLISH

From
Third National Bank in Nashville, Trustee, Etc.

To
Albert B. Maloney

4 82

INSTALLMENT DEED

12583

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

JAN 4 3 26 PM '66

NOTE BOOK 113 PAGE 279
RECORDING FEE 4.00
DEP. REG. 77

DEARBORN, BERRY & WARNER
ATTORNEYS AT LAW
400 COMMERCE UNION BANK BUILDING
NASHVILLE, TENN. 37219

STATE TAX $ 375.00
PROBATE .50
TOTAL $ 375.50

JAN 4 1966

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY TENN.

PAID JAN 4 1966