Installment Deed

BOOK 4025 PAGE 828

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
South Nashville K. C. Club, Inc.	Same	3D-11780
(NAME) Dabbs Ave	(NAME): Map 107	
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS) P/O Par. 28	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	MS

FOR AND IN CONSIDERATION of the sum of TWENTY-FIVE THOUSAND FOUR HUNDRED AND NO/100 ($25,400.00)----------*Dollars,*

of which ONE THOUSAND AND NO/100 ($1,000.00)----------

----------*Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder TWENTY-FOUR THOUSAND FOUR HUNDRED AND NO/100 ($24,400.00)----------*Dollars,*

South Nashville K. C. Club, Inc., a Tennessee corporation,

has executed

its promissory note, of even date herewith, in the principal sum of $24,400.00, payable to the order of William A. Strasser and wife, Minnie Lee Strasser, in two installments--the first of said installments coming due on January 1, 1967, in the amount of $11,000.00, and the other installment coming due on January 1, 1968, in the amount of $13,400.00. Said note bears interest at the rate of 6% per annum and it is payable along with, and in addition to, the payments on the principal,

THIS INSTRUMENT PREPARED BY:
William S. Hofstetter, Attorney
304 American Trust Building
Nashville, Tennessee 37201

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, we, William A. Strasser and wife, Minnie Lee Strasser,

have this day bargained and sold, and do hereby transfer and convey unto the said South Nashville K. C. Club, Inc., its

(successors), heirs and assigns,

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

Land in the Third Civil District of Davidson County, Tennessee, on the north side of Dabbs Avenue, more particularly described as follows: BEGINNING at a point on the southeast corner of the property on the northern side of Dabbs Avenue at an iron pipe having Tennessee-Arkansas Grid System Station N637,601.5, EL, 796,515.5 and running along the said Knights of Columbus Recreational Property, North 6° 39' East a distance of 551 feet to an iron pin in the ground which is the northeast corner of the property; thence, turning and running North 86° 28' West a distance of 33.2 feet to a wooden stake marking the right ofway line of I-40; thence turning and running, North 79° 14' West a distance of 792.2 feet along the right of way of route I-40 to an iron pipe; thence, turning and running South 3° 04' West along a fence 273.7 feet to a turn in the fence row of W. A. Strasser's property; thence turning and running South 4° 28' East with the fence row a distance of 58 feet; thence turning and running South 7° 03' East with the fence row a distance of 208.0 feet; thence turning and running South 8° 10' East with the fence row a distance of 346.9 feet to a corner post; thence, turning and running North 74° 51' East with the right of way line of Dabbs Avenue, a distance of 706.8 feet to the point of beginning, the parcel containing twelve and seven tenths (12.7) acres, more or less. Being the same property described according to a survey made by United Engineering Services, Inc., of 1333 Vultee Boulevard, Nashville, Tennessee, on May 16, 1961.

Being property conveyed to William A. Strasser and wife, Minnie Lee Strasser, by deed from Robert H. Paris and wife, as of record in Book 1225, page 57, said Register's Office.

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 South Nashville K. C. Club, Inc., its ..... *(successors), heirs and assigns forever.* We *covenant that* we are *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.*

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* South Nashville K. C. Club, Inc., 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 South Nashville K. C. Club, Inc., ... *hereinafter referred to as trustors, hereby transfer and convey unto* William S. Hofstetter, *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 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

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 10th *day of* June, *19*66

SOUTH NASHVILLE K. C. CLUB, INC.

By: D. Martin Ralt

William A. Strasser

Minnie Lee Strasser

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Nancy M. Willis, *a Notary Public in and for said County and State,* William A. Strasser and wife, Minnie Lee Strasser,

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* June, *19*66.

Nancy M. Willis *Notary Public*

Commission expires 10-25-69

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, Nancy M. Willis, *a Notary Public of the State and County aforesaid, personally appeared* M. Master Baltz *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* Grand Knight *of the* South Nashville K. C. Club, Inc., *the within named bargainor, a corporation, and that* he *as such* Grand Knight *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* Grand Knight

Witness my hand and seal, at office in Nashville, Tennessee
this 14th *day of* June, *19* 66

Commission expires 10-25-69

Nancy M. Willis Notary Public

INSTALLMENT DEED

FROM

WILLIAM A. STRASSER ET UX

TO

SOUTH NASHVILLE K. C. CLUB, INC.

STATE TAX $ 38.10
PROBATE .50
TOTAL $ 38.60

JUN 14 1966

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID JUN 14 1966

31883

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

JUN 14 11 58 AM '66
NOTED: BOOK 114 PAGE 306
RECORDING FEE $ 2.75
DEP. REG. M

S. W. Cor. Third & Union
NASHVILLE, TENNESSEE