INSTALLMENT DEED

BOOK 4072 PAGE 335

Address new owner as follows:

Gideon P. Wade & Sons, Inc.
315 Fourth Avenue North
Nashville, Tennessee

Send tax bills to same.

Map 104-6
Par. 185
26W M.O.

FOR AND IN CONSIDERATION of the sum of Sixty Thousand and no/100 ($60,000.00) Dollars, of which Ten Thousand and no/100 ($10,000.00) Dollars has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder Fifty Thousand and no/100 ($50,000.00) Dollars, Gideon P. Wade & Sons, Inc., Alexander F. Wade and Phillips M. Lee have executed an Installment Note payable to First American National Bank of Nashville as agent for the sellers herein named, and providing for monthly payments of principal and interest at six (6%) per cent over a period of fifteen (15) years, said monthly payments to be in the amount of Four Hundred Twenty-one and 95/100 ($421.95) Dollars, and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest and attorney's fees, a lien is expressly retained on the land herein conveyed, Saidee Mai Harding, Laura Sue Snell, Jane Sutherland, William T. Sutherland, Mary Jane Carson, Clarence Sutherland, III, and Kirkman Sutherland have this day bargained and sold, and do hereby transfer and convey unto the said Gideon P. Wade & Sons, Inc., its successors and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being lots Nos. 5 and 6 on the plan of Bransford Realty Company's West End Avenue Place, as of record in Book 332, page 15, Register's Office for said County.

Said lots Nos. 5 and 6 front 51.75 feet each on the southerly side of West End Avenue, and extend back between parallel lines 150 feet to an alley, said lot No. 6 extending back with the easterly margin of 33rd Avenue South.

Said property was devised to grantors by will of Jennie S. Sutherland, deceased, of record in Will Book 85, page 79, Probate Court for said County.

This instrument prepared by Reber F. Boult, Jr., Attorney,
700 American Trust Building, Nashville, Tennessee

This is improved property, known as 3209 West End Avenue, Nashville, Tennessee.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Gideon P. Wade & Sons, Inc., its successors 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 Gideon P. Wade & Sons, Inc., its successors and assigns, against the lawful claims of all persons.

First American National Bank of Nashville, Executor of the estate of Jennie S. Sutherland, joins in this instrument for the purpose of evidencing its approval of the sale and conveying any right, title or interest, including power of sale, it may have in the subject property under the Will of Jennie S. Sutherland, deceased.

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, Gideon P. Wade & Sons, Inc., hereinafter referred to as trustor, hereby transfers and conveys unto Reber F. Boult, 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:

Trustor agrees 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 outstanding balance of the indebtedness, subject to 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.

Trustor further 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 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 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 (6%) per cent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustor 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, 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 and holder of said indebtedness, within thirty (30) 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 (20) 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 Courthouse 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 trustor, its order, successors 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 indebtedness 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.

Alexander F. Wade and Phillips M. Lee join in this instrument in their individual capacities for the purpose of evidencing their indebtedness for the remainder of the purchase price.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate parties have caused their names to be signed hereto by their duly authorized officers, on this the 27th day of October, 1966.

GIDEON P. WADE & SONS, INC.

By Alexander F. Wade
Alexander F. Wade, President

Attest:
Phillips M. Lee
Phillips M. Lee, Secretary

Alexander F. Wade
Alexander F. Wade

Phillips M. Lee
Phillips M. Lee

Saidee Mai Harding
Saidee Mai Harding

Laura Sue Snell
Laura Sue Snell

Jane Sutherland
Jane Sutherland

William T. Sutherland
William T. Sutherland

Mary Jane Carson
Mary Jane Carson

Clarence Sutherland, III
Clarence Sutherland, III

Kirkman Sutherland
Kirkman Sutherland

FIRST AMERICAN NATIONAL BANK

By
Trust Officer



STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Christine Tinsley, a Notary Public in and for said County and State, Saidee Mai Harding, Mary Jane Carson, Laura Sue Snell, Jane Sutherland, William T. Sutherland, Clarence Sutherland, III, Kirkman Sutherland, Alexander F. Wade and Phillips M. Lee, 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 27th day of October, 1966.

CHRISTINE TINSLEY NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Christine Tinsley
Notary Public
My commission expires: November 24, 1968

STATE OF SOUTH CAROLINA
COUNTY OF _____

Personally appeared before me, _____, a Notary Public in and for said County and State, Mary Jane Carson, 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 _____, South Carolina, this _____ day of _____, 1966.

_____
Notary Public
My commission expires:

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Christine Tinsley, a Notary Public of the State and County aforesaid, personally appeared Alexander F. Wade and Phillips M. Lee, with whom I am personally acquainted, and who, upon their several oathes, acknowledged themselves to be the President and Secretary respectively of the Gideon P. Wade & Sons, Inc., the within named bargainor, a corporation, and that they as such President and Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said Alexander F. Wade as such President and attesting the same by the said Phillips M. Lee as such Secretary.

WITNESS my hand and official seal at office at Nashville, Tennessee, on this the 27th day of October, 1966.

CHRISTINE TINSLEY NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Christine Tinsley
Notary Public
My commission expires: November 24, 1968

CONT'D. NEXT PAGE

CONT'D. NEXT PAGE

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Edith O'Perry, a Notary Public of the State and County aforesaid, personally appeared B.F. Andrews, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Trust Officer of the First American National Bank, the within named bargainor, a corporation, and that he as such Trust Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Trust Officer.

WITNESS my hand and seal, at office in Nashville, Tennessee, this 27 day of October, 1966.

Edith O'Perry
Notary Public
My commission expires:
April 26, 1970

STATE TAX $ 90.00
PROBATE .50
TOTAL $ 90.50

OCT 27 1966

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

PAID OCT 27 1966

cf

STATE TAX $ 48.00
PROBATE .50
TOTAL $ 48.50

OCT 27 1966

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

PAID OCT 27 1966

cf

INSTALLMENT DEED

HEIRS OF JENNIE SUTHERLAND, ET AL

TO

GIDEON P. WADE & SONS, INC.

TO

REBER F. BOULT, JR., TRUSTEE

Mail to
McMurray Co
1514-21st Ave So.

49171

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

Oct 27 12 18 PM '66

NOTE BOOK 115 PAGE 242

RECORDING FEE $ 5.75

DEP. REG. ____

BOULT, HUNT, CUMMINGS & CONNERS
ATTORNEYS AT LAW
NASHVILLE, TENNESSEE 37201