BOOK 4150 PAGE 758

Installment Deed

This Instrument Prepared B
R. Marshall, Attorney
Nashville, Tennessee

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NO.
J. W. Carter Company (NAME:)	J. W. Carter Company (NAME:)	W27-19980
Granada Avenue N.E. (STREET ADDRESS OR ROUTE NUMBER)	Granada Avenue N.E. (STREET ADDRESS)	
Nashville, Tenn. 37206 (CITY) (P. O. ZONE) (STATE)	Nashville, Tennessee 37206 (CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Twenty Thousand ($20,000.00) ---------- *Dollars, of which* Two Thousand ($2,000.00) ---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Eighteen Thousand ($18,000.00) ---------- *Dollars,*

J. W. Carter Company, a Delaware Corporation, *has executed* its one promissory note of even date herewith payable to the order of William Chester Casto and wife, Ethel C. Casto, in One Hundred Twenty (120) equal monthly installments of One Hundred Ninety-Nine and 84/100 ($199.84) Dollars, which installments include principal and interest from date at the rate of 6% per annum. The first of said installments is due and payable on the 6th day of August, 1967, and a like installment is due and payable on the 6th day of each and every month thereafter until the entire amount of said note, principal and accrued interest, is fully paid. Each installment will be first credited to accrued interest on the unpaid principal balance and the remainder credited to principal. (Continued Below) ***

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 Chester Casto and wife, Ethel C. Casto, *have this day bargained and sold, and do hereby transfer and convey unto the said* J. W. Carter Company, its successors ~~and assigns~~, *certain real estate in Davidson County, Tennessee, as follows:* Land in Davidson County, Tennessee, being parts of Lots Nos. 38 to 43 inclusive on the plan of Alexander Petway's Subdivision, of record in Book 547, Page 87, Register's Office for said County, and described as follows:

Beginning at a point on the south margin of Carter Street 122 feet west of the southwest corner of said street and Apex Street; thence west along the south margin of Carter Street, 55 feet to a point, being the northwest corner of Lot No. 43; thence south, along the rear lines of Lots Nos. 38 to 43 inclusive, 150 feet to the southwest corner of Lot No. 38; thence east along the line between Lots 37 and 38, 50 feet to a point; thence northerly parallel to the rear lines of Lots 38 to 43 inclusive, 75 feet to a point in the line between Lots Nos. 40 and 41; thence easterly, along the line between Lots 40 and 41, 129.22 feet to the west margin of Apex Street; thence north, along the westerly margin of said Street, 15 feet to a point; thence westerly, along a line parallel to the dividing line between Lots 41 and 40, 124.22 feet to a point, thence northerly, parallel with the rear lines of Lots 41, 42 and 43, 60 feet to the point of beginning.

Being the same property conveyed to William Chester Casto by deed from H. A. Howe and wife, of record in Book 1340, Page 654, said Register's Office.

***Said note may be prepaid, in whole or in part, at any time, but any prepayment shall be credited on installments in inverse order of maturity. Any such prepayment may be made after 3 years from date without penalty but on any prepayment before 3 years from date there shall be paid, in addition to the amount of the prepayment, an amount equal to 6 months interest at 6% on the amount of prepayment.

This is unimproved ( ) improved (X) property, known as 880 Granada Avenue, Nashville, Tenn. 37206
(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 J. W. Carter Company, 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., except by taxes for 1967 which have been pro rated between the parties and are assumed by Grantee; and also by applicable zoning regulations or ordinances.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* J. W. Carter Company, its successors *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 J. W. Carter Company, a Corporation, organized in the State of Delaware, but domesticated in Tennessee, *hereinafter referred to as trustors, hereby transfer and convey unto* Richard Marshall, *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 $18,000.00, *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.

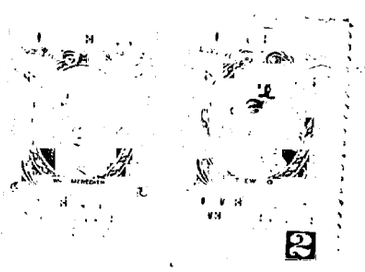
3rd. To the payment of all unpaid indebtedness herein secured, and any and all sums expended in the protection of said property, as herein authorized.

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 6th *day of* July, *19* 67



William Chester Casto

William Chester Casto

Ethel C. Casto

Ethel C. Casto

J. W. CARTER COMPANY

BY: Shade Murray, Pres.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Carolyn H. Brock, *a Notary Public in and for said County and State,* William Chester Casto and wife, Ethel C. Casto,

the within named bargainor S., 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* 6th *day of* July, *19* 67

CAROLYN H. BROCK NOTARY PUBLIC STATE OF TENNESSEE

Carolyn H. Brock *Notary Public at large for the State of Tennessee*

Commission expires June 28, 1969

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, Mary Ann Lloyd *, a Notary Public of the State and County aforesaid, personally appeared* Shade Murray *, with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* President *of the* J. W. Carter Company *, the within named bargainor, a corporation, and that* he *as such* President *, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporatoin by* him *self as* President *.*

Witness my hand and seal, at office in Nashville, Tennessee, *this* 7th *day of* July *, 19* 67

Mary Ann Lloyd *Notary Public*

Commission expires August 19, 1969

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID JUL 10 1967

STATE TAX $ 30.00
PROBATE $ .50
TOTAL $ 30.50
JUL 10 1967

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID JUL 10 1967

STATE TAX $ 16.00
PROBATE $ .50
TOTAL $ 16.50
JUL 10 1967

INSTALLMENT DEED

FROM William Chester Casto, Et Ux

TO J. W. Carter Company

79163

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

JUL 10 2 59 PM '67

NOTE: BOOK 116 PAGE 755
RECORDING FEE $ 6.00
DEP. REG. .....

Compliments of
Guaranty Title Company
A Division of
Kansas City Title Insurance Company
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

R. Marshall, Attorney