Installment Deed

BOOK 4218 PAGE 221

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Ridgefield Realty Company	~~Same~~ ALTAIR CORP.	Map 93-5
(NAME: c/o KERMIT C. STENGEL CO. AMERICAN TRUST BLDG.	(NAME: c/o MR. GEORGE B. CLARK 912 BROADWAY	Par. 184
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
NASHVILLE TENN. 37201 (CITY) (P. O. ZONE) (STATE)	NASHVILLE TENN. 37203 (CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of

--One Hundred Five Thousand and no/100 ($105,000.00)---------- *Dollars,*

of which Twenty-five Thousand and no/100 ($25,000.00) ----------

Dollars, has been paid in cash,

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

---Eighty Thousand and no/100 ($80,000.00)---------- *Dollars,*

Grantee *has* S *executed*

its note payable on demand, at any time on or after January 1, 1968, in the sum of $80,000.00 with interest on the unpaid balance thereof at the rate of seven (7%) per cent per annum,

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, Viola Sudekum Baulch, Elizabeth Sudekum Johnston, Marie Sudekum Woolwine and Sara Sudekum Stengel

have this day bargained and sold, and do hereby transfer and convey unto the said

Ridgefield Realty Company, its successors and assigns,

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

The west half of a lot marked "C" on the plan of the Maney Property, but also called Lot 8, and all of the lot marked "D" on said Plan, the same being of record in Plan Book No. 1, page 32, Chancery Court at Nashville, said real estate being more particularly described as follows:

Beginning at a point in the northerly margin of Broadway in the center of the front of said Lot 8 or "C", thence with the northerly margin of Broadway westerly 110.5 feet to the corner of Lots "D" and "E"; thence with the line between said lots, and proceeding at right angles to Broadway, northerly 210.5 feet to the northwest corner of Lot "D"; thence easterly, and parallel with Broadway, 75 feet to the west line of Lot 3 on said Plan; thence southerly 50.5 feet to the northwest corner of said Lot 8 or "C"; thence easterly with the southerly margin of an alley 35.5 feet; thence southerly through the center of said Lot 8 or "C" 160 feet, more or less, to the beginning.

Being the same property conveyed to Anthony Sudekum by deed from Frank S. Kiner, Trustee, dated June 15, 1942, and of record in Book 1246, page 6, Register's Office for Davidson County, said property having been devised by the said Anthony Sudekum to his widow, Nettie B. Sudekum, at his death, and the same having subsequently vested in the Grantors upon the death of Nettie B. Sudekum, as residual legatees under her will.

This instrument prepared by James I. Vance Berry, Attorney,
700 T

This is unimproved (X) improved ( ) property, known as 9[illegible]2 Broadway, Nashville, Tennessee.
(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 Grantee, its *(successors), XXXXs and assigns forever.* Grantors *covenant that* they 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 for Lease Agreement dated April 15th, 1967, to Altair Corporation, all right, title and interest in and to the same being assigned to the Grantee by this deed.

Grantors *further covenant and bind* themselves, their *heirs and representatives, to warrant and forever defend the title to said real estate to said* Grantee, its *(successors), XXXXs 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 Grantee *hereinafter referred to as trustors, hereby transfer and convey unto* James I. Vance Berry, *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:*

XXX[illegible]
X[illegible]XXXXXXXXXXXX[illegible]
X[illegible]
X[illegible]XXXXXXXXXX

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; [illegible] *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, [illegible] 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 28th *day of* December, *19* 67.

RIDGEFIELD REALTY COMPANY

By: [signature]
President

[signature] Viola Sudekum Baulch

[signature] Elizabeth Sudekum Johnston

[signature] Marie Sudekum Woolwine

[signature] Sara Sudekum Stengel

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, [signature], *a Notary Public in and for said County and State,* Viola Sudekum Baulch, Elizabeth Sudekum Johnston, Marie Sudekum Woolwine and Sara Sudekum Stengel

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* 28th *day of* December, *19* 67.

[signature] *Notary Public*

Commission expires April 21, 1971

BOOK 4218 PAGE 224

STATE TAX $ 273.00
PROBATE .50
TOTAL $ 273.50

STATE TAX $ 78.00
PROBATE .50
TOTAL $ 78.00

MAR 11 1968

FELIX Z. WILSON, II
COUNTY REGISTER
DAVIDSON COUNTY, TENN.

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 L. Chenault, *a Notary Public of the State and County aforesaid, personally appeared* THOMAS M. EVANS, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* President *of the* Ridgefield Realty 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 corporation by* him *self as* President

Witness my hand and seal, at office in Nashville, Tennessee,
this 28th *day of* December, *19* 67.

Mary L. Chenault *Notary Public*

Commission expires My Commission Expires Nov. 6, 1968

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $105,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

RIDGEFIELD REALTY COMPANY

By: [signature]
President

Subscribed and sworn to before me,
this 28th day of December, 1967.

Mary L. Chenault
Notary Public
My commission expires: My Commission Expires Nov. 6, 1968

INSTALLMENT DEED

FROM
Viola Sudekum Baulch, et al

TO
Ridgefield Realty Company

08692

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

MAR 11 4 02 PM
NOTES BOOK 118 PAGE 397
RECORDING FEE $ 6.00
DEP. REG. R

Compliments of
GUARANTY TITLE
Office of
CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

MAIL TO:
[illegible]
AMERICAN TRUST BLDG.
NASHVILLE, TENN. 37201