Installment Deed

BOOK 4245 PAGE 236

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
The Kroger Co.	Same	15D-255
(NAME:) P. O. Box 329	(NAME:)	15D-265
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tenn. 37202	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of NINETY-FIVE THOUSAND & NO/100 ----- ----------($95,000.00) ---------- *Dollars,*

of which TWENTY THOUSAND & NO/100 ---------- ------($20,000.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder SEVENTY-FIVE THOUSAND & NO/100 ----------($75.000.00) ---------- *Dollars,*

The Kroger Co., an Ohio Corporation,

has executed

One note of even date herewith, payable to the order of First American National Bank of Nashville, Tennessee, Conservator of the Estate of Catherine A. Hester, by decree entered in the matter of Catherine A. Hester, Rule No. 50750, Probate Court for the Metropolitan District of Nashville and Davidson County, Tennessee, in the principal sum of SEVENTY-FIVE THOUSAND ($75,000.00) DOLLARS, payable in Four (4) equal installments of $18,750.00 each, with interest at the rate of six (6%) percent per annum, the first of such installments being due on the 21st day of ~~May~~ June, 1969, and one on the 21st day of ~~May~~ June of each year thereafter, until all are paid in full with interest,

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, First American National Bank, Conservator of the Estate of Catherine A. Hester, by decree entered in the matter of Catherine A. Hester, Rule No. 50750, Probate Court for the Metropolitan District of Nashville and Davidson County, Tennessee,

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

The Kroger Co., an Ohio corporation, its successors

~~successors,~~ *and assigns,*

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

Being Lots Nos. 89 and 90 on the Plan of Inglewood Place, as of record in Book 332, page 101, Register's Office for said County.

Said Lots Nos. 89 and 90 front together 207 feet on the easterly side of the Gallatin Pike and run back, parallel with the southerly margin of Greenfield Avenue, 215.5 feet on the northerly line and 218.3 feet, more or less, on the south line, to a dead line and measure 201.2 feet thereon.

Being the same real property conveyed to J. Thomas Hester and wife, Catherine A. Hester, by deed from L. M. Davis, Trustee, of record in Book 1320, page 165, Register's Office for Davidson County, Tennessee, the said J. Thomas Hester having since died.

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is $ 95,000.00 (which amount is equal to or greater than the amount which the property transferred would command at a fair voluntary sale.

Affiant

Subscribed and sworn to before me this the 21 day of May 1968

NOTARY PUBLIC

My commission expires May 5, 1971

This deed prepared by:
Wm. F. Carpenter, 6th floor American Trust Building, Nashville, Tennessee

unimproved
This is improved (X) property, known as 1100 Greenfield Avenue Nashville, Tenn.
(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 The Kroger Co., a corporation, its successors ~~heirs~~ and assigns forever. Grantor *covenant that* it is *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 taxes for 1968 which have been prorated and assumed by the purchaser.

Grantor *further covenant and bind* itself, its successors and not otherwise, /in its capacity as conservator, ~~heirs~~ and representatives, *to warrant and forever defend the title to said real estate to said* The Kroger Co., a corporation, its successors ~~in its capacity as conservator, and not otherwise,~~ ~~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 The Kroger Co., an Ohio corporation

hereinafter referred to as trustors, hereby transfer and convey unto Wm. F. Carpenter, 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:*

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 self insured *, 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:

Thirty days notice shall be given grantee before default shall be declared.

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 21st day of ~~May~~ June, 1968.

Attest:

First American National Bank of Nashville, Tenn.
Conservator of the Estate of Catherine A. Hester,
by Decree entered in the matter of Catherine A.
Hester, Rule No. 50750, Probate Court for the
Metropolitan District of Nashville and Davidson
County, Tennessee

By: John E. Bond Asst Trust Officer

Attest:
Marian S. Auck

THE KROGER CO.

By Richard E. Carlson
Vice President & Treasurer

APPROVED 6-4-68 LAW DEPT.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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.....Tennessee, this.....day of....., 19.....

.....*Notary Public*

Commission expires.....

STATE OF OHIO

COUNTY OF HAMILTON

BOOK 4245 PAGE 239

Before me, Clara A. Heinle, a Notary Public of the State and County aforesaid, personally appeared Richard E. Karkow, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Vice Pres. & Treasurer of THE KROGER CO., the within named bargainor, a corporation, and that he as such Vice President & Treasurer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice Pres. & Treasurer.

Witness my hand and seal at office in Cincinnati, Ohio, this 4th day of June, 1968.

CLARA A. HEINLE, Notary Public
In and for Hamilton County, Ohio
My Commission Expires Mar. 1, 1969

Clara A. Heinle
Notary Public

Commission expires: March 1, 1969.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, James R Sasser, *a Notary Public of the State and County aforesaid, personally appeared* John E. Sparks *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* Asst. Trust Officer *of the* First American National Bank of Nashville, Tennessee, *the within named bargainor, a corporation, and that* he *as such* Asst. Trust Officer, *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* Asst. Trust Officer.

Witness my hand and seal, at office in Nashville, Tennessee, *this* 21 *day of* June, *19*68.

Commission expires May 5 1971

James R Sasser *Notary Public*

INSTALLMENT DEED

FROM
First American National Bank of Nashville, Tennessee, Conservator of the estate of Catherine A. Hester

TO
The Kroger Co.

A 0 2 5 4 7

IDENTIF. REFERENCE

JUN 21 3 56 PM '68

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

JUN21'68	CONV	95,000.00			
JUN21'68	S'TAX		A*	247.00	
JUN21'68	MORT'G	75,000.00			
JUN21'68	S'TAX		A*	73.00	
JUN21'68	PR'FEE		A*	.50	
JUN21'68	W'DEED		A*	6.00	* 326.50

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