New Owner
Morrie Speer, etal
203 Fairfax Ave
Nashville Tenn 37212

Tax Bill Same

INSTALLMENT DEED — TENNESSEE TITLE COMPANY BOOK 4246 PAGE 377

Map 164 Par. 44-47

FOR AND IN CONSIDERATION OF the sum of Seventy-five thousand ($75,000.00) ---- DOLLARS

of which $ 15,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees, Morrie Speer, Perry Moskovitz and Horace Moskovitz have this day executed a promissory note in the amount of $60,000.00 representing the balance of the consideration to be paid the grantors, Landon J. Johnson and wife, Anna G. Johnson, said note providing that the said $60,000.00 shall be paid over a period of 15 years in monthly installments of principal and interest at 6% computed so as to amortize said balance over a 15 year period said installments of principal and interest to begin on January 1, 1969 and that the grantees shall have the right to prepay the balance of the principal and interest, in whole or in part, at any time.

The grantors shall have the right to live in the frame house now on the property, rent free, until January 1, 1969, and after January 1, 1969 the grantors can live in said house on a month-to-month basis with $125.00 per month rent, but the grantees shall have the right to any income from the remainder of the property.

Grantors agree that the grantees shall be entitled to receive, on demand a release, or releases, of acerage covered by the deed of trust for the balance remaining, provided that the grantees be not in default, and upon five days written notice from the grantees, grantors will release from said deed of trust or mortgage, the property at the rate, pro rata, of $2,500.00 per acre. **(See attached sheet for additional provisions identified as "Attached Sheet No. 1"),

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed, and the said Landon J. Johnson and wife, Anna G. Johnson (Anna G. Johnson and Anna A. Johnson hereinafter mentioned in description of the property involved being the one and same person.)

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Morrie Speer, Perry Moskovitz and Horace Moskovitz as tenants in common,

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: Land in the 3rd Civil District of Davidson County, Tennessee, being part of Lot No. 6 in the division of the lands of Thomas J. Miller, deceassed, as of record Book 115 page 324, Register's Office for said County, described as follows:

TRACT I:

Beginning at a point in the northeasterly margin of Murfreesboro Pike; thence along the northeasterly margin of Murfreesboro Pike, north 31° 24' west a distance of 449.2 feet to a right of way monument; thence north 58° 36' east a distance of 10 feet; thence still along the northeasterly margin of Murfreesboro Pike, north 31° 24' west a distance of 237.6 feet to a corner post; thence north 58° 09' east a distance of 526.2 feet to a post; thence north 46° 56' east a distance of 146.6 feet to a post; thence north 69° 35' east a distance of 8.5 feet to a post; thence north 20° 26' east a distance of 189.2 feet to a corner post; thence 73° 57' west a distance of 130.3 feet to a corner post; thence north 16° 23' west a distance of 194.0 feet to an 8 inch cedar; thence north 29° 22' west a distance of 101.6 feet to a post; thence north 63° 01' west a distance of 130.6 feet to a corner post; thence north 35° 30' east a distance of 556.5 feet to a cornerpost; thence south 71° 31' east a distance of 524.4 feet to a corner post; thence south 5° 14' west a distance of 1,132.9 feet to a corner post; thence south 51° 50' west a distance of 274.0 feet to a corner post; thence south 3° 58' west a distance of 515.3 feet to a corner post; thence north 88° 57' west a distance of 399.2 feet to the point of begining, containing 26.9 acres more or less. Being the **(See attached sheet for additional provisions identified as "Attached Sheet No. 2")

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their 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 the said real estate to said grantees, their 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 notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said grantors herein do hereby transfer and convey unto Kenneth Harwell Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantors do hereby 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 at least the sum of $20,000.00 until the notes herein secured are 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 and holder of said notes, as his interest may appear. We further agree to keep the improvements on said property in good repair and preservation; and to pay all taxes and assessments thereon, and to pay them when due; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness created thereby, the same to bear interest from the date of such payment. Now, if we, the said grantors, shall pay the notes aforesaid, when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if we fail to pay any one of said notes or part thereof promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; we fail to reimburse the Trustee or lawful owner and holder of said notes for all sums with interest, so expended by said Trustee or lawful owner and holder of said notes, 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 notes, or any of said notes then past due and unpaid, all remaining unpaid notes 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 one issue, 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 conveyance. We agree that the Trustee, may at any time, after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. We further agree that in the event the Trustee fails, refuses or declines to sell 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:

RECORDER'S MEMO
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

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 notes 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 the grantors herein, their heirs, 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 lien notes, or, if more than one, then of the first-maturing unpaid note, 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 said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Said trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 26th day of June 19 68.

Morrie Speer — Landon J. Johnson

Horace Moskovitz — Anna G. Johnson

Perry M. Moskovitz

This instrument was prepared by Kenneth Harwell, 1418 Parkway Towers, Nashville Tennessee.

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, Kenneth Harwell, a Notary Public in and for said County and State, the within named Landon J. Johnson, Anna G. Johnson, Morrie Speer, Horace Moskovitz and Perry Moskovitz, the 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, Tenn. this 26th day of June, 1968.

Commission Expires May 3, 1970 — Notary Public.

STATE OF
County

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted and who upon { his oath / their several oaths } acknowledged { himself / themselves } to be the _____ and _____ respectively of the _____, the within named bargainor, a corporation, and that { he / they } as such _____, and _____, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said _____ as such _____ and attesting the same by the said _____ as such _____.

WITNESS my hand and official seal at office at _____ on this the _____ day of _____, 19__.

My commission expires _____ Notary Public

INSTALLMENT DEED

FROM

TO

REGISTER'S OFFICE
STATE OF TENNESSEE
DAVIDSON COUNTY
Received for record this _____ day of _____ A. D. 19__
at _____ o'clock _____ M.,
Noted in Book _____ Page _____
Recorded in Book _____ Page _____
Recording Fee $ _____
_____ County Register
By _____ Dept. Reg.

Published by

TENNESSEE TITLE COMPANY
Nashville, Tenn.
Zone Office
LAWYERS TITLE INSURANCE CORPORATION
of Richmond, Virginia

INSTALLMENT DEED - Continued

"ATTACHED SHEET NO. 1"

Grantors agree that with regard to the approximate 700' frontage on Murfreesboro Road and extending back to a depth of 350', that if grantees are able to obtain sufficient zoning to enable the development of same for an office building, commercial establishment or the like, and that grantees obtain a valid first mortgage from a federal savings and loan institution in Davidson County, Tennessee, or a nationally recognized mortgage insurance company for the building upon same and development of said area, that grantors will, if grantees be not in default, agree to subordinate their lien on said portion of said property to the lien of said mortgage, which shall become a first mortgage, in order that the construction may be had upon said property.

I hereby swear or affirm that the actual consideration or fair value for this transfer, whichever is greater, is $75,000.- Affiant [signature]
Subscribed and sworn to before me this 26 day of June 1968

Deputy Register [signature]

A 0 3 0 3 9

IDENTIF. REFERENCE

JUN 26 2 45 PM '68

FELIX Z. WISEMAN REGISTER
DAVIDSON COUNTY, TENN.

INSTALLMENT DEED - Continued

"ATTACHED SHEET NO. 2"

same property conveyed to Landon J. Johnson and wife, Anna G. Johnson from Virgil P. Stevens and wife, Mary L. Stevens of record in Book 3501, page 391, Register's Office of Davidson County, Tennessee.

TRACT II:
Beginning on the southeast corner of old original tract on the center of Mt. View Road, (formerly Old Franklin Pike) at the northeast corner of Barton Tract and fence line, north 89-1/2° west 222 feet to a stake in the fence line; thence with the east line of Fred S. Gentry lot, north 2° east 495 feet to a stake in the fence line, the south line of Old Johnson tract, now Gentry tract; thence with this line, north 51° east 291 feet to the center of Mt. View Road; thence with the center of same, south 2° west 690 feet to the beginning, containing 3 acres. Being the same property conveyed to Landon J. Johnson and wife, Anna A. Johnson from Henry Hudson, et al, Trustees of record in Book 3871, page 258, Register's Office of Davidson County, Tennessee.

JUN26 68	CONV	75,000.00			
JUN26 68 S'TAX			A*	195.00	
JUN26 68 PR'FEE			A*	.50	
JUN26 68	MORI'G	60,000.00			
JUN26 68 S'TAX			A*	58.00	
JUN26 68	W'DEED		A*	6.00	* 259.50

PREPARED BY:
STELTENMEIER, WESTBROOK & HARVEY
2700 FRANKLIN ROAD
NASHVILLE, TENN. 37204
PHONE 291-3927

NOTICE OF FURNISHER'S LIEN

BOOK 4246 PAGE 381

NOTICE IS HEREBY GIVEN:

That Franklin Builders Supply Company, Inc., a Tennessee corporation, located at 612 10th Avenue, North, Nashville, Tennessee, claims and holds a lien for materials furnished in improving the following described real property, together with the improvements thereon, located in Davidson County, Tennessee, to wit:

> Land in the Eighth, formerly the Twelth, Civil District of said county, described according to a survey made by Z. J. Wilkinson, surveyor, August 10, 1955 as follows: beginning at an iron pin in a rock wall in the line between the H. E. Winkler tract and the original Lanier tract, being 248.1 feet northwardly from the northerly margin of Charlotte Road at the southwest terminus of a 20 foot alley as shown on the plan of Westboro subdivision, section 1, as of record in Book 1424, Page 18, Register's Office for said county; thence with the line between the said Winkler and Lanier tracts, as follows: north 57° 45' west 1,665 feet to a 20 inch walnut in a fence corner, north 2° 30' east 897 feet to an iron pin, and north 19° 34' west 450.7 feet to a concrete monument in the southwest corner of lot No. 118 on the plan of Westboro Subdivision, section 2, as of record in Book 1424, Page 60, said Register's Office; thence with the southwesterly line of lots Nos. 112-118 on said Westboro Subdivision, section 2, south 63° 06' east 524.4 feet to an iron pin in the northwesterly margin of Bruce Drive; thence crossing said Drive, south 20° 11' east 87.95 feet to a point on the southeasterly margin of said Drive at the northwest corner of the property conveyed to Flunoy Pearce and wife, by deed from Lula Jordan Lanier, of record in Book 1678, Page 111, said Register's Office; thence with the southeasterly margin of said Drive and the northwest boundary line of said Pearce's property in a southwesterly direction 40.1 feet to said Pearce's southwest corner; thence with said Pearce's southern boundary line, south 73° 30' east 179.02 feet, more or less, to a point in the southwesterly line of lot No. 68 on said plan of Westboro Subdivision, section 2; thence with the southwesterly line of lot No. 68 and lots Nos. 63-67 on said plan, south 17° 51' east 527.21 feet to a concrete monument at the corner of lots Nos. 62 and 63 on said plan; thence with the southwesterly line of lots Nos. 60-62 on the plan of Westboro Subdivision, section 2, and lots Nos. 52-58 on the plan of Westboro Subdivision, section 1, south 45° 48' east 766.7 feet to the corner of lots Nos. 51 and 52 on said plan of Westboro Subdivision, section 1; thence with the southwesterly line of lots Nos. 49-51 on said plan, south 33° 32' east 316.9 feet to a concrete monument on the northwesterly margin of Bruce Drive; thence crossing said Drive, south 0° 47' east 66.84 feet to a

concrete monument at the southwest corner of lot No. 48 on said plan of Westboro Subdivision, section 1; thence with the southwesterly line of lots Nos. 47 and 48 on said plan, south 32° 18' east 267.2 feet to an iron pin on the southwesterly margin of said 20 foot alley; thence with the same, south 41° 12' west 275.4 to the beginning, containing 33 acres, more or less.

Being the same property conveyed to Consolidated Developments, Inc., from Thomas C. Summers, Trustee, by deed of record in Book 2453, Page 128, Register's Office of Davidson County, Tennessee.

Being that portion of the above described property upon which a Stop-N-Go Market is this date under construction.

Said lien is to secure the payment of the sum of Four Hundred Twenty-Seven and 55/100th ($427.55) Dollars for materials furnished to Consolidated Developments, Inc. in the building of improvements on the above described property, which materials were furnished and used under a contract with Webster Construction Company of Huntsville, Alabama. Said materials were furnished from March 21, 1968, until and including March 29, 1968, and for this material Franklin Builders Supply Company, Inc., claims a lien in the amount of Four Hundred Twenty- Seven and 55/100th ($427.55) Dollars.

John M. Young, after being first duly sworn, makes oath that he is the treasurer of Franklin Builders Supply Company, Inc., a Tennessee corporation, and that he is authorized to execute this instrument, and that he is familiar with the facts set forth above and that the statements contained in this lien instrument are true to the best of his knowledge, information and belief, and that there are no set offs, credits or counter claims against the same and that the said claim is justly due, owing and unpaid in the amount of Four Hundred Twenty-Seven and 55/100th ($427.55) Dollars.

This instrument is prepared and executed pursuant to the provisions of Title 64, section 1115, and related sections of the Tennessee Code Annotated.

This the 25 day of June, 1968.

FRANKLIN BUILDERS SUPPLY COMPANY, INC.

By John M Young
JOHN M. YOUNG, TREASURER

Sworn to and subscribed before me this 25 day of June, 1968.

Notary Public

NOTARY PUBLIC

My commission expires: November 2, 1969.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, LARRY L. WESTBROOK, a Notary Public, of the State and County aforesaid, personally appeared John M. Young with whom I am personally acquainted, and who, upon oath acknowledged himself to be the Treasurer of Franklin Builders Supply Company, Inc., the within named bargainor, a corporation, and that he, as such Treasurer, being authorized to do so, executed the foregoing instrument for the purpose contained therein, by signing the name of the corporation by himself as the Treasurer.

Witness my hand and seal, at office in Nashville, Davidson County, Tennessee, this 25 day of June, 1968.

NOTARY PUBLIC

My commission expires: November 2, 1969.

A03040

IDENTIF. REFERENCE

JUN 26 2 47 PM '68

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

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