Prepared by:
Dale Quillen
46th Ave at Charlotte
PO Box 7661
Nashville Tenn.

Map. 115
Par. 1-2-3
pw

BOOK 4268 PAGE 389

INSTALLMENT DEED BOOK 4268 PAGE 388

FOR AND IN CONSIDERATION OF the sum of Thirty Thousand and no/100 ($30,000.00) Dollars of which $8,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed and delivered its promissory note of February 24, 1967, in the principal sum of Twenty Two Thousand and no/100 ($22,000.00) Dollars, payable as follows: Four Thousand Four Hundred and no/100 ($4,400.00) Dollars annually, which shall be paid on the 1st day of January of each year beginning January 1, 1968, said note bearing interest at the rate of 6 percent per annum of the unpaid balance. The interest shall be paid monthly beginning on the 1st day of March, 1967, and providing for payment of attorney's fees, and to secure the payment of said note, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed, Clyde S. Mayo and wife, Ruby W. Mayo, hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto the VFW Post 1970, a non-profit corporation, herein called grantee, its heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

> Situated and lying in the 8th Civil District of said County, described as follows:
> Beginning at a point in the North margin of the Charlotte Pike, said point being the southeast corner of a tract of land conveyed to Sam and Jim Stephens; running thence eastwardly along the north margin of said Pike 73 feet, more or less, to a point; thence in a northerly direction about 500 feet which in a measure is on a parallel line with the Stephens east line; thence westwardly about 73 feet to Sam and Jim Stephens' northeast corner; thence southwardly and following the east boundary line of the Stephens tract to the north margin of the Charlotte Pike, the point of beginning.

New Owner
VFW Post 1970
7220 Charlotte Rd
Nashville Tenn.

Tax Bill
Same

Being the same tract conveyed to Warren B. Sloan by deed of record in Book 1001, page 647 R.O.D.C., Tenn.
NOTE: It is understood and agreed as a part of the consideration for the transfer of this tract that no Beer, Ale, or Liquors or beverages containing alcohol, can be sold on the said tract of land at any time from the date of this to January 1st, 1990. Any attempt at a violation of the terms of this restriction against the sale of drinks containing alcohol of any degree, shall render this instrument void and null, as to the aforesaid tract only.
Being the same property conveyed to Clyde Mayo, et ux, by deed from Warren B. Sloan, et ux, of record in Book 1345, page 418, Register's Office for said County.

Tract #2:

A tract of land in the Eighth, formerly the Twelfth, Civil District of Davidson County, Tennessee, described as follows:

Beginning on the northerly margin of the Charlotte Pike at the southwest corner of about 1 acre of land conveyed by Georgia C. Brown to James Paterson; thence with the northerly margin of said Pike south 65 degrees west 7 poles to a stake, Joseph H. Lackey's southeast corner; thence with his line north 24½ degrees west 6 poles to a stake; continuing with his line north 20 degrees east 30 poles to a stake in Drake's south line; thence with said line south 87 degrees east 3 poles to said Patterson's northwest corner; thence with his westerly line south 10 degrees west 30 poles to the beginning, containing 1 acre and 17 poles, more or less.
Being the same property conveyed to Clyde S. Mayo, et ux, by deed from E. R. Stephens, of record in Book 1488, Page 96, Register's Office for said county.

Tract #3:

Land in the 8th Civil District of Davidson County, Tennessee, on the old Charlotte Pike, described according to a survey by Glen T. Jones, Surveyor, May 30th, 1963, as follows:

Beginning at an iron pin in the northerly margin of the old Charlotte Pike at the southwest corner of the property conveyed to Davidson County Board of Education by deed of record in Book 156, page 359, Register's Office for Davidson County; thence south 64 degrees west with said margin of old Charlotte Pike, 133.6 feet to an iron pin; thence with the boundary line deeded to Clyde S. Mayo, as of record in Book 1345, page 418, said Register's Office, North 5 Degrees 15' east 467 feet to an iron pin at the post; thence with old fence South 87 degrees east 102.3 feet to an iron pin; thence South 4 deg. west 400 feet to the point of beginning, containing 1.07 acres, more or less.
Being the same property conveyed to Clyde S. Mayo, et ux, by deed from Carl York Smith, et ux, of record in book 3614, page 328, Register's Office for said County.

I [illegible] swear or affirm that the actual consideration or true value for this [illegible] whichever is greater, is $30,000.00 [illegible] H.E. Collins
[illegible] and sworn to before me this 13 day of Sept. 1968

Deputy Register [signature]

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 note, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said note, as it matures, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said grantees herein do hereby transfer and convey unto Dale Quillen, 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 grantees 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 the sum of its insurable value until the note 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 and holder of said note, 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 secured therein, the same to bear interest from the date of such payment. Now, if we, the said grantees, 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 and 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 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 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, 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 advise 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 grantees 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. The words grantee or grantees shall mean West Nashville VFW Post 1970.

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 grantors and grantees, have hereunto set our hands this 22nd day of March, 1967.

Clyde S. Mayo — Charles W. Tucker, Jr.

Ruby W. Mayo — Robert L. Sullivan

Charles L. Etheridge

SEP 13 CONV 30,000.00

SEP 13 S'TAX A* 78.00

STATE OF TENNESSEE] SEP 13 MORT'G 22,000.00

SEP 13 MS'TAX A* 20.00

SEP 13 TITLE W'DEED A* 9.00 * 107.50

COUNTY OF DAVIDSON]

Personally appeared before me, H. B. Duncan, a Notary Public in and for said County and State, the within named Clyde S. Mayo, Ruby W. Mayo, Charles W. Tucker Jr. Robert L. Sullivan Charles L. Etheridge the 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 22nd day of March, 1967.

Commission expires January 31 1971

H. B. Duncan
Notary Public

IDENTIF. REFERENCE

SEP 13 1 59 PM '68

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

A 12901