This instrument prepared by
Burley, Ramsey, Bates, Davis & Ellis
Nashville, Tennessee

Installment Deed

BOOK 4288 PAGE 954

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
David L. Rollins, et als		Map 94-6
(NAME:)	(NAME:)	Part of 6
P.O. Box 491	S A M E	
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee 37202		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

E *FOR AND IN CONSIDERATION of the sum of* SEVENTY TWO THOUSAND FOUR HUNDRED EIGHTY AND NO/100---------- ($72,480.00) ---------- *Dollars,*

of which TEN THOUSAND ---------- ($10,000.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder SIXTY TWO THOUSAND FOUR HUNDRED EIGHTY ---------- ($62,480.00) ---------- *Dollars,*

David L. Rollins, Clark B. Rollins, Jr., and Mary Ann Devor, have ~~xbxcx~~ *executed*

their promissory note of even date herewith, payable to the order of Vine Street Realty Company, in three annual installments, the first two installments being for the sum of Twenty Thousand Eight Hundred Twenty-Six and 67/100 Dollars ($20,826.67), and the last installment in the sum of Twenty Thousand Eight Hundred Twenty Six and 66/100 Dollars ($20,826.66), due one, two and three years after date, with interest thereon at the rate of seven and one-quarter percentum (7-1/4%) 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, Vine Street Realty Company, a Tennessee corporation, hereinafter referred to as Grantor, *have this day bargained and sold, and do hereby transfer and convey unto the said* David L. Rollins, Clark B. Rollins, Jr., and Mary Ann Devor, hereinafter referred to as Grantees, their ~~xxxxxxxx~~ *heirs and assigns, certain real estate in* the Third Civil District of Davidson County, Tennessee, as follows:

Lot No. 32 as shown on the Plan of Visco Industrial Subdivision, Section Six, of record in Book 4175, Page 39, Register's Office for Davidson County, Tennessee, and more particularly described as follows:

Said Lot No. 32 fronts 200.00 feet on the northerly side of Visco Drive and runs back between lines 1006.89 feet on its westerly line, and 966.22 feet on its easterly line to a line in the rear on which it measures 204.09 feet.

Being part of the property which was conveyed to Vine Street Realty Company by deed of Oman Construction Company, Inc., of record in Book 3097, Page 614, Register's Office for said County.

I hereby swear or affirm that the actual consideration for this transfer or value is $72,480.00 Current Local
subscribed and sworn to before me this 22 day of July 68

B Runkle

Said Lot No. 32 is conveyed expressly subject to the following:

1. Taxes for the year 1968, which have been prorated and payment thereof is expressly assumed by Grantor;
2. Restrictive Covenants of record in Book 4218, Page 237, Register's Office for Davidson County, Tennessee;
3. Said Plan of record in Book 4175, Page 39, shows: An Owner's Certificate, a 50 foot wide sanitary sewer easement adjacent and parallel to the southerly line along Visco Drive, a 50 foot minimum building set back line along Visco Drive; a 2.5 x 25 foot utility anchor easement along the easterly line of said Lot No. 32 at its intersection with Visco Drive.
4. Easement for flowage of Cheatham Reservoir of record in Book 2271, Page 287, said Register's Office.

unimproved (X)
This is improved ( ) property, known as ..... (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 Grantees, their ..... *heirs and assigns forever.* Grantor *covenants 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 for taxes for the year 1968, which Grantor assumes and agrees to pay.

Grantor *further covenants and binds* itself, its ..... *heirs and representatives, to warrant and forever defend the title to 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 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 Grantees ..... *hereinafter referred to as trustors, hereby transfer and convey unto* Andrew Ewing, *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 $ full insurable value *, 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 7th *day of* November, *19*68.

VINE STREET REALTY COMPANY

BY: [signature] GRANTOR

[signature] David L. Rollins

[signature] Clark B. Rollins, Jr

[signature] Mary Ann Devor

GRANTEES

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, CLARENCE E. SCHUTT, *a Notary Public in and for said County and State,* David L. Rollins, Clark B. Rollins, Jr., and Mary Ann Devor,

*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, Davidson County, *Tennessee, this* 7th *day of* November, *19*68

[signature] *Notary Public*

Commission expires May 2, 1971

BOOK 4288 PAGE 957

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*.....

NOV22 68	CONV	72,480.00			
NOV22 68	MORT'G	62,480.00			*Notary Public*
Commission expires..... NOV22 68	S'TAX		A*	188.50	
NOV22 68	S'TAX		A*	60.50	
NOV22 68	PR'TEE		A*	.50	
NOV22 68	W'DEED		A*	6.00	* 255.50

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Claudia W. Pickard, *a Notary Public of the State and County aforesaid, personally appeared* Albert Del Favero, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* President *of the* Vine Street 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* himself *as* President.

Witness my hand and seal, at office in Nashville, Davidson County, Tennessee, *this* 7th *day of* November, *19* 68.

Claudia W. Pickard *Notary Public*

Commission expires July 22, 1971

STATE OF GEORGIA
COUNTY OF

Personally appeared before me, _____, a Notary Public in and for said County and State, Mary Ann Devor, the within named bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at _____ _____ this ___ day of _____, 19___.

_____
Notary Public

My Commission Expires:

_____

FEE

INSTALLMENT DEED

FROM
Vine Street Realty Company

TO
David L. Rollins, et als.

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