Installment Deed BOOK 4307 PAGE 780

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
J. L. Perry Co. Inc.	Same	71-4-1
(NAME)	(NAME)	71-4-2
5[illegible] 10th Ave. S.	(STREET ADDRESS)	
(STREET ADDRESS OR ROUTE NUMBER)		
Nashville Tenn. 37203		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of EIGHTY SEVEN THOUSAND FIVE HUNDRED ($87,500.00) *Dollars,*

of which Twenty One Thousand Eight Hundred & Seventy Five ($21,875.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder of Sixty Five Thousand Six Hundred & Twenty Five ($65,625.00) *Dollars,*

the vendee, J.L. Perry Company, Inc., a corporation *has executed*
its two promissory lien notes of even date herewith, each in the amount of $32,812.50, one of said notes being payable to the order of J.R. McIlwaine and the other being payable to the order of Joseph Finley McIlwaine, each of said notes being payable in three equal installments plus interest on the unpaid balances each year after date for the next three years, said notes bearing interest at the rate of 6 per cent per annum from date,

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, we, J.R. McIlwaine and Joseph Finley McIlwaine, *have this day bargained and sold, and do hereby transfer and convey unto the said* J.L. Perry Company, Inc., a corporation, its successors ~~(successors), heirs~~ *and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Being part of the C.M. Holt Mansion House Tract in C.M. Holt's Plan, as of record in book 21, page 33, Register's Office for said County, described partly according to a survey made by S.R. Sanford, Jr., Civil Engineer, August 14, 1947, as follows:

Beginning at the northwest corner of 10th Avenue North, formerly Belleville Street, and Hamilton Street; thence with the westerly margin of 10th Avenue North, northwardly 400 feet to the southerly margin of an alley; thence with said alley, westwardly 228 feet 6 inches to the northeast corner of the property conveyed to the Trustees of Hopewell Baptist Church by deed from J.R. McIlwaine, Trustee, of record in book 1579, page 547, said Register's Office; thence southwardly 130 feet 6 inches to the southeast corner of the property conveyed to Joseph Alexander by deed from J.R. McIlwaine, Trustee, of record in book 1540, page 114, said Register's Office; thence with Alexander's southerly line, westwardly 61 feet 6 inches to the easterly margin of Warren Street; thence with said Street, southwardly 270 feet 11 inches, more or less, to the northerly margin of Hamilton Street; thence with said Street, eastwardly 288 feet to the beginning.

Said property was conveyed to J.R. McIlwaine and Joseph Finley McIlwaine, by deed from Mildred B. McIlwaine, of record in book 2451, page 235, said Register's Office.

State of Tennessee
County of Davidson

The actual consideration or value whichever is greater, for this transfer is $87,500.00.

Mac D. Traughber

Subscribed and sworn to before me this the 4th day of February 1969.

Julia Story
Notary Public

My Comm. exp. 5-26-69

This instrument was prepared by E.T. Hollins Jr., 903 Stahlman Bldg., Nashville, Tennessee.

This is unimproved (X) improved ( ) property, known as 10th & Herman St., 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 J.L. Perry Company, Inc., a corporation; its successors ~~(successors), 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.,* except for 1969 taxes which have been pro-rated and are assumed by the vendee. ~~and restrictions for water and sewer pipes on said property~~

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* J.L. Perry Company, Inc., a corporation, its successors ~~(successors), 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 J.L. Perry Company, Inc., a corporation, *hereinafter referred to as trustors, hereby transfer and convey unto* E.T. Hollins 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 $ None*, 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 14th *day of* February, *19*69.

J.R. McIlwaine

Joseph Finley McIlwaine

J.L. Perry Company, Inc.,

by

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, John B Henry, *a Notary Public in and for said County and State,* J.R. McIlwaine and Joseph Finley McIlwaine

the within named 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, Davidson County, *Tennessee, this* 14th *day of* February, *19*69.

John B Henry *Notary Public*

Commission expires 5-27-69

JOHN C. TIDWELL
NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

STATE OF .....

COUNTY OF .....

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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, John B. Henry, *a Notary Public of the State and County aforesaid, personally appeared* Max E. Tilghman, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* Secretary *of the* J.L. Perry Company, Inc., *the within named bargainor, a corporation, and that* he *as such* Secretary, *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* Secretary

Witness my hand and seal, at office in Nashville, Davidson County, Tennessee, *this* 11th *day of* February, 1969

J. B. Henry *Notary Public*

Commission Expires 5-26-69

FEB-4-69	CONV	87,500.00			
FEB-4-69	MORT'G	65,625.00			
FEB-4-69	S'TAX		A*	227.50	
FEB-4-69	S'TAX		A*	63.60	
FEB-4-69	PR'FEE		A*	.50	
FEB-4-69	W'DEED		A*	6.00	* 297.60

INSTALLMENT DEED

FROM J.L. Whitehead Co. Inc.

TO J.L. Perry Co. Inc.

A 29330

IDENTIF. REFERENCE

FEB 4 4 04 PM '69

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

Guaranty Title Company

A Division of

Kansas City Title Insurance Company

American Trust Building

S. W. Cor. Third & Union

NASHVILLE, TENNESSEE