Installment Deed

BOOK 1347 PAGE 814

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Coca-Cola Bottling Works of Nashville	Same.	Map 92-12
(NAME)	(NAME)	Par. 368-369
1607 Church Street	(STREET ADDRESS)	370-371
(STREET ADDRESS OR ROUTE NUMBER)		
Nashville, Tennessee		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of

---Three Hundred Twenty-five Thousand and no/100 ($325,000.00)--- *Dollars,*

of which

--One Hundred Twenty-five Thousand & no/100 ($125,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder

---Two Hundred Thousand and no/100 ($200,000.00)---------- *Dollars,*

Coca-Cola Bottling Works of Nashville, a Tennessee corporation,

has executed

its Installment Deed Note in the original principal sum of Two Hundred Thousand and no/100 ($200,000.00) Dollars, payable in equal annual installments of Forty Thousand and no/100 ($40,000.00) Dollars each, commencing one year from the date hereof, with interest on the unpaid balance at the rate of seven (7%) per cent 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, American Bakeries Company, formerly Purity Bakeries Corporation, a Delaware corporation, has ~~have~~ *this day bargained and sold, and do hereby transfer and convey unto the said*

Coca-Cola Bottling Works of Nashville, a Tennessee corporation,

its *(successors), heirs and assigns,*

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

Land in Davidson County, Tennessee, being lots Nos. 41, 42, 43, 44, 45 and 46 on the Plan of the Boyd Home Tract, as of record in Book 21, page 39, Register's Office for said County.

According to a survey made by Barge, Waggoner and Sumner, Engineers, dated March 19, 1969, said lots Nos. 41, 42, 43, 44, 45 and 46 front together 332.3 feet on the southerly side of Church Street and extend back 172.04 feet on the easterly line and 172.50 feet on the westerly line with the easterly margin of 17th Avenue North, to an alley, measuring 331 feet thereon.

Being the same property conveyed to Purity Bakeries Corporation, now American Bakeries Company, by deeds from Lee W. McNutt, et al, of record in Book 1646, page 633, and from Helen T. Dunn, individually and as testamentary trustee and executrix under the will of Robert E. Dunn, Jr., deceased, of record in Book 2025, page 215, said Register's Office.

Possession of said premises will be delivered to the Grantee on or before August 1, 1969.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 325,000.00

Subscribed and sworn to before me, this the 7th day of July 1969

Affiant

My commission expires: July 26, 1970 (Affix Seal)

Notary Public

The covenants of general warranty hereinafter contained do not apply to the easterly 1.3 feet of the premises above described.

JUL-7[illegible]	CONV	90,000.00			
JUL-7[illegible]	CONV	90,000.00			
JUL-7[illegible]	CONV	90,000.00			
JUL-7[illegible]	CONV	55,000.00			
JUL-7[illegible]	MORT'G	90,000.00			
JUL-7[illegible]	MORT'G	90,000.00			
JUL-7[illegible]	MORT'G	20,000.00			
JUL-7[illegible]	S'TAX		C*	845.00	
JUL-7[illegible]	S'TAX		C*	198.00	
JUL-7[illegible]	PR'FEE		C*	.50	
JUL-7[illegible]	W'DEED		C*	6.00	* 1,049.50

unimproved ( )
This is improved (X) property, known as 1607-1633 Church Street, 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 Grantee, its ..... *(successors), heirs and assigns forever.* Grantor *covenant* s *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 1969, which have been prorated and the payment of which has been assumed.

Grantor *further covenants and binds* itself, its successors ~~heirs~~ *and representatives, to warrant and forever defend the title to said real estate to said* Grantee, its ..... *(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 Coca-Cola Bottling Works of Nashville ..... *hereinafter referred to as trustors, hereby transfer and convey unto* James I. Vance Berry, *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 $200,000.00, *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 22nd day of April, 19.69.

Attest:

Secretary

AMERICAN BAKERIES COMPANY

By:

Chairman of the Board

Attest:

COCA-COLA BOTTLING WORKS OF NASHVILLE

By:

Vice President

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.....
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.....

.....*Notary Public*

Commission expires.....

STATE OF ILLINOIS
COUNTY OF COOK

Before me, Cleo Keyes, *a Notary Public of the State and County aforesaid, personally appeared* G. B. Rockafellow, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* Chairman of the Board *of the* American Bakeries Company, *the within named bargainor, a corporation, and that* he *as such* Chairman of the Board, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* himself *as* Chairman of the Board

Witness my hand and seal, at office in Chicago, Illinois,
this 18th *day of* June, *19*69.

Cleo Keyes *Notary Public*

Commission expires May 13, 1973

STATE OF FLORIDA
COUNTY OF DADE

Before me, Marjorie Michl, a Notary Public of the State and County aforesaid, personally appeared Mitchell Wolfson, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be President of the Coca-Cola Bottling Works of Nashville, 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 Miami, Florida, this 22 day of April, 1969.

Marjorie Michl
Notary Public

Commission expires:
NOTARY PUBLIC, STATE of FLORIDA at LARGE
MY COMMISSION EXPIRES SEPT. 23, 1972

INSTALLMENT DEED

FROM
American Bakeries Company

TO
Coca-Cola Bottling Works
of Nashville

A 46773

IDENTIF. REFERENCE

JUL 7 11 58 AM '69
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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