BOOK 4358 PAGE 8 Tax Par. Nos. W22-21235, 11530 and W22-21232

FORM 1002

INSTALLMENT DEED — TENNESSEE TITLE COMPANY

FOR AND IN CONSIDERATION OF the sum of $155,000.00
ONE HUNDRED FIFTY FIVE THOUSAND AND NO/100---------- DOLLARS
of which $ 40,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees herein have executed their one note of even date herewith, payable to the grantees herein, for the sum of $115,000.00, with interest at 8-1/2% per annum, both principal and interest payable $1,426.00 monthly, beginning one month from date; said payment to be applied first to payment of interest on the principal amount or so much thereof as shall from time to time remain unpaid, and the balance to be applied to payment of principal until the entire amount is paid in full,

The actual consideration for this transfer or value of property (whichever is greater) is $ 155,000.00. This is equal to or greater than the property would bring at a fair and voluntary sale.

Robert White Clark

Sworn to and subscribed before me
this 15th day of August, 19 69.

Virginia J. Winston

My commission expires April 20, 1972

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,

ROBERSON AUTO PARTS, INC.,

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

R.H. FRANKLIN AND WIFE, HAZEL ANNE B. FRANKLIN,

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

TRACT I:
Being Lots Nos. 1 and 2 on the Plan of Montrose Place, in Book 57, page 93, Register's Office for said County.
Said Lots Nos. 1 and 2 front together 96.2 feet more or less on the southerly side of Caruthers Avenue, and run back 170 feet on the easterly line and 170.9 feet more or less on the westerly line with the easterly margin of 12th Avenue South, formerly Granny White Pike, as widened, to an alley, measuring 108.6 feet more or less, thereon.

TRACT II:
Being Lot No. 3 on the Plan of Montrose Place, as of record in Book 57, page 93, Register's Office for said County.
Said Lot No. 3 fronts 50 feet on the southerly side of Caruthers Avenue, and runs back between parallel lines, 170 feet to an alley.

TRACT III:
Being the southwest part of Lot No. 22 on the Map of W.A. Gilmore's Subdivision of certain Lots in W.L.B. Lawrence's Plan, as of record in Book 161, page 160, Register's Office for said County.
Said part of said Lot No. 22 fronts 100 feet on the north side of Caruther's Avenue, and runs back between lines, 183.84 feet more or less on the easterly line and 186 feet on the westerly line along the easterly margin of 12th Avenue South or Granny White Pike, to a dead line in the rear on which it measures 100 feet.

TRACT IV:
Being part of an unnumbered lot on the Plan of the W.L. B. Lawrence property, as of record in Book 21, page 148, Register's Office for said County, being part of Lot No. 22 on an unregistered plan of said Lawrence property, described as follows:
BEGINNING on the northerly margin of Caruthers Avenue at a point 100 feet east of the easterly margin of 12th Avenue South or the Granny White Pike; thence with the northerly margin of Caruthers Avenue, eastwardly 100 feet to the southwest corner of Lot 4 on the Map of W.A. Gilmore's Subdivision, as of record in Book 161, page 160, Register's Office; thence with the westerly line of Lot 4, northwardly 181.55 feet; thence westwardly 100 feet to a point 100 feet east of the easterly margin of 12th Avenue South; thence southwardly 183.775 feet more or less, to the beginning.

Being property conveyed to Roberson Auto Parts, Inc., a Tennessee Corporation, by deed from Sussex Properties, Inc., as of record in Book 3615, page 342, as to Tracts I and III, by deed from Paul Ed Sawyer, et al, as of record in Book 4142, page 99, as to Tract II, and by deed from Bessie Dies Murdock, as of record in Book 4093, page 16, as to Tract IV.

320 UNION STREET
NASHVILLE, TENNESSEE 37219

This is improved property located at _____ Caruthers Avenue, Nashville, Tennessee. Send tax statement to R.H. Franklin _____ Caruthers Avenue, Nashville, Tennessee. R. H. Franklin, 1609 Ash Valley Road, Nashville, Tennessee 37215

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 prid, we, the said grantees herein do hereby transfer and convey unto Henry B. Clark 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 at least the sum of insurable value 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 add 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 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 new paper, 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:

PREPARED BY
C. H. BRILEY, JR., ATTORNEY
[illegible]
NASHVILLE, TENNESSEE

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.

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 15th day of August 19 69

ROBERSON AUTO PARTS, INC.

By: William S. Vorhees
William S. Vorhees, President

R.H. Franklin
R.H. Franklin

Hazel Anne B. Franklin
Hazel Anne B. Franklin

AUG 15 69	CONV	90,000.00		
AUG 15 69	CONV	65,000.00		
AUG 15 69	MORT'G	90,000.00		
AUG 15 69	MORT'G	25,000.00		
AUG 15 69	S'TAX		A* 403.00	
AUG 15 69	S'TAX		A* 113.00	
AUG 15 69	PR'FEE		A* .50	
AUG 15 69	W'DEED		A* 4.50	* 521.00

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Robert Waite Clark, a Notary Public in and for said County and State, the within named R.H. Franklin and wife, Hazel Anne B. Franklin 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 this 15th day of August, 1969

Commission Expires October 28, 1970 Robert Waite Clark, Notary Public.

STATE OF TENNESSEE
DAVIDSON County

Before me, Robert Waite Clark, a Notary Public within and for the State and County aforesaid, personally appeared William S. Vorhees with whom I am personally acquainted and who upon { his oath } acknowledged { himself } to be the President of the Roberson Auto Parts, Inc. 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 the said William S. Vorhees as such President

WITNESS my hand and official seal at office at Nashville on this the 15th day of August, 1969

My commission expires October 28, 1970 Robert Waite Clark Notary Public

G-21690-jmn

INSTALLMENT DEED

FROM

ROBERSON AUTO PARTS, INC.

TO

R.H. FRANKLIN, ET UX.

REGISTER'S OFFICE

STATE OF TENNESSEE
DAVIDSON COUNTY

Received for record this 15 day of A.D. 19
at o'clock M.
Noted in Book Page
Recorded in Book Page
Recording Fee

A 5 1 0 2 0

IDENTIFICATION REFERENCE

AUG 15 3 25 PM '69

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

County Register

By Dept. Reg.

Published by

Henry B. Clark and Son
Realtors
SALES—APPRAISALS—RENTALS
INSURANCE
TELEPHONE 255-2721
THIRD NATIONAL BANK BLDG.
NASHVILLE, TENNESSEE 37219