Installment Deed BOOK 4390 PAGE 422

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Consolidated Pipe & Supply Company, Inc.	Same	MAP 80
(NAME:) P. O. Box 1168	(NAME:)	PAR 26.1
(STREET ADDRESS OR ROUTE NUMBER) Birmingham, Alabama	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of $44,000.00----------

-----FORTY FOUR THOUSAND AND NO/100---------- *Dollars,*

of which $10,000.00----------

-------TEN THOUSAND AND NO/100---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder $34,000.00----------

----------THIRTY FOUR THOUSAND AND NO/100---------- *Dollars,*

Consolidated Pipe & Supply Company, Inc., an Alabama Corporation,

hereinafter referred to as Grantee. *has executed*

its promissory note, of even date herewith, payable to the order of Andrew Ewing, Trustee, due and payable in five equal annual installments, beginning one year from date, of Six Thousand Eight Hundred and No/100 ($6,800.00) Dollars each, together with interest on the unpaid principal balance at the rate of eight (8%) percentum 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,

I, Andrew Ewing, Trustee

have this day bargained and sold, and do hereby transfer and convey unto the said

Consolidated Pipe & Supply Company, Inc., its successors and assigns

(successors), heirs and assigns,

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

A tract of land in the 13th Civil District of Davidson County, Tennessee, described according to a survey made by Resource Consultants, Inc., November 24, 1969, as follows:

Beginning at an iron pin set on the easterly margin of County Hospital Road at its intersection with the northerly margin of the right-of-way of the Illinois Central Railroad; thence with the easterly margin of County Hospital Road, north 36° 32' 45" east 533.28 feet to an iron pin; thence, leaving said County Hospital Road, south 17° 48' 13" east 521.10 feet to an iron pin; thence, south 68° 49' 53" east 238.00 feet to an iron pin; thence, south 20° 18' 07" west 210.08 feet to an iron pin in the northerly margin of the Illinois Central Railroad right-of-way; thence with said margin of said railroad right-of-way along a curve to the right or east, having a radius of 1860.10 feet, 721.10 feet to the point of beginning, and containing 5.00 acres more or less.

Being the same property which was conveyed to Andrew Ewing, Trustee, with full power to sell and convey, by deed from Southern Woodenware, Inc., of record in book 3643, page 471, Register's Office for said County.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON) The actual consideration or value whichever is greater, for this transfer is $ 44,000.00.

Park A. Owen Jr.
Affiant

Subscribed and sworn to before me this 31 day of December, 1969.

PEGGY BURCH PITTS, Notary Public
Jefferson County
My Commission Expires Nov. 7, 1972

Peggy Burch Pitts
Notary

My Commission expires _____

Said property is conveyed expressly subject to:

1. An easement 20 feet in width, and a temporary construction easement of 10 feet in width, which was granted to the Metropolitan Government of Nashville and Davidson County, Tennessee, for purposes of sanitary sewer and/or storm drainage, by conveyance of Andrew Ewing, Trustee, in Book 3983, page 78 Register's Office for said county.

2. Nashville Electric Service anchor easement along the easterly side of County Hospital Road, as shown on said survey, and possible existence of additional 5 feet of highway right-of-way along the easterly side of County Hospital Road.

This is unimproved (X) 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 Grantee, its successors *(successors), heirs and assigns forever.* I *covenant that* I am *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 as set out above and taxes for the year 1969, which have been prorated and payment thereof expressly assumed by Grantee.

I *further covenant and bind* myself, my successors and / assigns, *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.*, insofar as I, as Trustee, am authorized so to do, but no further or otherwise.

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 Grantee *hereinafter referred to as trustors, hereby transfer and convey unto* Robert T. Coleman, *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 pert , 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 10th *day of* December, *19*69.

Andrew Ewing, Trustee

Andrew Ewing, Trustee

CONSOLIDATED PIPE & SUPPLY COMPANY, INC.

X BY: Tom Kerr

ATTEST:

X

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Betty Poage, *a Notary Public in and for said County and State,* Andrew Ewing, Trustee

the within named bargainor....., with whom I am personally acquainted, and who acknowledged that he *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, *Tennessee, this* 31st *day of* December, *19*69.

Betty Poage *Notary Public*

Commission expires 10-20-71

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.....

X ~~STATE OF TENNESSEE~~ State of Alabama
~~COUNTY OF DAVIDSON~~ County of Jefferson

Before me, ~~Peggy Burch Pitts~~ Peggy Burch Pitts*, a Notary Public of the State and County aforesaid, personally appeared* Tom Kerr*, with whom I am personally acquainted, and who upon oath, acknowledged* him*self to be* President *of the* Consolidated Pipe & Supply Co., 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 corporatoin by* him*self as* President

Witness my hand and seal, at office in Birmingham, Alabama*,*
this 2 *day of* January*, 19*70

Peggy Burch Pitts *Notary Public*

X *Commission expires* PEGGY BURCH PITTS, Notary Public
Jefferson County
My Commission Expires Nov. 7, 1972

This Instrument Prepared by:
BAILEY, EWING, DALE & CONNER, Attys.
709-20 Nashville Bank & Trust Building
Nashville, Tennessee 37201

JAN-70	CONV	44,000.00			
JAN-70	MORT'G	34,000.00			
JAN-70	S'TAX		A*	114.40	
JAN-70	S'TAX		A*	32.00	
JAN-70	PR'FEE		A*	.50	
JAN-70	W'DEED		A*	6.00	* 152.90

INSTALLMENT DEED

FROM
ANDREW EWING, TRUSTEE

TO
CONSOLIDATED PIPE & SUPPLY COMPANY, INC.

465405

IDENTIF. REFERENCE

JAN 7 10 56 AM '70
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