Installment Deed

This instrument was prepared by
GRISSIM AND SHORT, Attorneys
Court Square Building
Nashville, Tennessee

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO: BOOK 4397 PAGE 689	MAP PARCEL NUMBERS
PARTHENON, INC.		Map. 19-13
(NAME)	(NAME)	Pc Par. 94
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	Pw

FOR AND IN CONSIDERATION of the sum of EIGHTY-FIVE THOUSAND AND NO/100---------
($85,000.00)---------Dollars,
of which TWENTY-FOUR THOUSAND, SIX HUNDRED FIFTY AND NO/100----------
($24,650.00)----------Dollars, has been paid in cash,
the receipt of which is hereby acknowledged, and for the remainder SIXTY THOUSAND, THREE HUNDRED
FIFTY AND NO/100----------($60,350.00)----------Dollars,

PARTHENON, INC. has executed
ITS NOTE OF Jan. 6, 1970 PAYABLE TO THE GRANTOR IN FIVE EQUAL INSTALLMENT
BEGINNING January 6th, 1971 WITH INTEREST AT THE RATE OF 7% 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, S. R. RUSSELL AND WIFE, Jennie B. Russell

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

ITS (successors), ~~heirs~~ and assigns,

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

LAND IN THE 10TH CIVIL DISTRICT OF DAVIDSON COUNTY, TENNESSEE, AND IN THE CITY OF GOODLETTSVILLE, TENNESSEE, AND BEING DESCRIBED ACCORDING TO A SURVEY BY WAYNE S. COOPER, SR., SURVEYOR, DATED OCTOBER 31, 1969, AS FOLLOWS:

BEGINNING AT AN IRON PIN IN THE CENTER OF LONG HOLLOW PIKE, SAID POINT BEING THE SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT AND BEING IN THE EASTERLY MARGIN OF THE RIGHT-OF-WAY OF INTERSTATE HIGHWAY I-65; THENCE LEAVING THE SAID CENTERLINE OF LONG HOLLOW PIKE AND WITH THE EASTERLY MARGIN OF THE RIGHT-OF-WAY SAID INTERSTATE HIGHWAY NORTH 21 DEG. 29' WEST 2402 FEET TO A CONCRETE MONUMENT; THENCE WITH THE SOUTHERLY LINE OF THE GOODLETTSVILLE INDUSTRIAL BOARD PROPERTY NORTH 55 DEG. 57' EAST 487.73 FEET TO THE CENTERLINE OF MANSKER CREEK; THENCE WITH THE CENTER OF SAID CREEK SOUTH 9 DEG. 21' WEST 427.41 FEET TO A POINT; THENCE CONTINUING WITH THE SAME SOUTH 14 DEG. 56' EAST 593.74 FEET TO A POINT; THENCE CONTINUING WITH THE SAME SOUTH 22 DEG. 11' EAST 361.35 FEET TO A POINT; THENCE CONTINUING WITH THE SAME SOUTH 57 DEG. 39' EAST 97.90 FEET TO A POINT; THENCE CONTINUING WITH THE SAME SOUTH 68 DEG. 04' EAST 481.06 FEET TO A POINT; THENCE CONTINUING WITH THE SAME SOUTH 31 DEG. 40' EAST 291.05 FEET TO A POINT; THENCE CONTINUING WITH THE SAME SOUTH 56 DEG. 07'

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 85,000.00

Subscribed and sworn to before me, this the 10th day of FEBRUARY 1970

Affiant

My commission expires My Commission Expires May 10, 1972 (Affix Seal)

Notary Public

RECORDED FEB 10 1970 AT 2:01 P.M. DAVIDSON COUNTY

EAST 222.38 FEET TO A POINT; THENCE LEAVING THE CENTER LINE OF SAID CREEK AND WITH THE NORTHERLY LINE OF PROPERTY OF METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE, SOUTH 50 DEG. 37' WEST TO AN IRON PIN; THENCE WITH THE WESTERLY MARGIN OF SAME SOUTH 32 DEG. 23' EAST 202 FEET TO AN IRON PIN IN THE CENTER OF LONG HOLLOW PIKE; THENCE WITH THE CENTER LINE OF SAID LONG HOLLOW PIKE SOUTH 63 DEG. 06' EAST 731.40 FEET TO THE POINT OF BEGINNING.

BEING PART OF THE SAME PROPERTY CONVEYED TO S. R. RUSSELL BY DEED FROM H. H. LEEMAN, ET AL, OF RECORD IN BOOK 2014, PAGE 418, REGISTER'S OFFICE FOR SAID COUNTY.

unimproved ( ) This is improved (X) property, known as 322 E. Cedar St., Goodlettsville, 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 PARTHENON, INC. ITS *(successors), heirs and assigns forever.* We *covenant that* I 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 said real estate to said* PARTHENON, INC. 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 PARTHENON, INC. *hereinafter referred to as trustors, hereby transfer and convey unto* J. M. GRISIM, *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 $ 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 10 *day of* FEBRUARY *, 19*70

S. R. Russell

Jennie B. Russell

Partners

F. Roy Conway Flowers

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Eva B. Young *, a Notary Public in and for said County and State,* S. R. RUSSELL AND WIFE, Jennie B. Russell

*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 *Tennessee this* 10th *day of* FEBRUARY *, 19*70

My Commission Expires May 10, 1972

Commission expires

Eva B. Young
Notary Public

E. B. YOUNG NOTARY PUBLIC DAVIDSON COUNTY

STATE OF T
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 TENNESSEE }
COUNTY OF DAVIDSON }

Before me, J. M. Grissi *, a Notary Public of the State and County aforesaid, personally appeared* Roy [illegible] *with whom I am personally acquainted, and who, upon oath, acknowledged* [illegible] *self to be* [illegible] *of the* PARTHENON, INC. *the within named bargainor, a corporation, and that* [illegible] *he as such* [illegible] *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* [illegible] *self as* [illegible]

Witness my hand and seal, at office in NASHVILLE, TENNESSEE
this [illegible] *day of* FEBRUARY *, 19* 70

[illegible] *Notary Public*

Commission expires [illegible]

J. M. GRISSIM NOTARY PUBLIC DAVIDSON COUNTY

FEB 13 70	CONV	85,000.00			
FEB 13 70	MORT'G	60,350.00			
FEB 13 70	S'TAX		B*	221.00	
FEB 13 70	S'TAX		B*	58.30	
FEB 13 70	PR'FEE		B*	.50	
FEB 13 70	W'DEED		B*	6.00	* 285.80

INSTALLMENT DEED

FROM

S. R. RUSSELL, et ux

TO

PARTHENON, INC.

A 68553

IDENTIF. REFERENCE

FEB 13 2 04 PM '70

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

Rose Mailto Roy Conway Flower 450 Gorgon Mill, Pa
Nash Tenn 37211 -