Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP, PARCEL NUMBERS
Mid-State Educators Credit Union	Same	Map 104-8
(NAME): 598 James Robertson Pky.	(NAME):	Par. 98-100
(STREET ADDRESS OR ROUTE NUMBER): Nashville, Tennessee	(STREET ADDRESS):	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	Pd

FOR AND IN CONSIDERATION of the sum of SEVEN HUNDRED TWENTY-FIVE THOUSAND ($725,000.00) and NO/100---------- *Dollars, of which* THREE HUNDRED THOUSAND ($300,000.00) and NO/100---------- ---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* ---FOUR HUNDRED TWENTY-FIVE THOUSAND ($425,000.00) and NO/100----- *Dollars,*

Mid-State Educators Credit Union, a Tennessee corporation

has executed its promissory note in the sum of FIFTY THOUSAND NINE HUNDRED FORTY ($50,940.22) and 22/100 DOLLARS, bearing interest at the rate of 8% per annum payable over a period of seven (7) years in twenty-eight (28) consecutive quarterly installments in the amount of TWO THOUSAND NINETY-THREE ($2,093.68) and 68/100 DOLLARS, the first payment due on June 1, 1970, and Mid-State Educators Credit Union has assumed the unpaid principal balance of THREE HUNDRED SEVENTY-FOUR THOUSAND FIFTY-NINE ($374,059.78) and 78/100 DOLLARS of a mortgage note of Belmont Investments, Inc. due to the Northwestern Mutual Life Insurance Company, as more fully described in the instrument of record in Book 3796, page 556, R.O.D.C., Tennessee.

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, Belmont Investments, Inc.

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

Mid-State Educators Credit Union,

its *(successors), heirs and assigns,*

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

TRACT NO. 1: Being Lot No. 1 on the Map of Mrs. P. J. Tinsley's Addition as of record in Book 421, page 91, Register's Office for said County, described according to a survey made by William Collier Parrish Associates, Civil Engineers, January 13, 1961, as follows:

BEGINNING at the southwest corner of 21st Avenue, South, formerly Hillsboro Turnpike, and Blakemore Avenue; thence with the westerly margin of 21st Avenue, South, south 2° 31' west 118 feet to an iron stake; thence north 87° 09' west 190.43 feet to an iron stake; thence north 2° 31' east 123.25 feet to an iron stake on the southerly margin of Blakemore Avenue; thence with said Avenue, south 85° 34' east 190.50 feet to the beginning.

Being the same real property conveyed to Belmont Investments, Inc., a Tennessee corporation by deed from The Crescent Amusement Company of record in Book 3181, page 317, Register's Office for Davidson County, Tennessee.

TRACT NO. 2: Being the easterly one-half of Lot No. 6 on the Map of Mrs. P. J. Tinsley's Addition to Nashville, of record in Book 421, page 91, Register's Office for said County.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 725,000.00

Subscribed and sworn to before me, this the 24th day of May, 1970

Mid-State Educators Credit Union
E. Ray Hudgens Affiant

My commission expires: 1/16/71 (Affix Seal)

Notary Public

STATE OF TENNESSEE NOTARY PUBLIC AT LARGE

Said part of said Lot No. 6 fronts 56 feet on the southerly side of Blakemore Avenue and runs back between parallel lines 138 feet to an alley. BOOK 4405 PAGE 222

Being the same property conveyed to Belmont Investments, Inc., a Tennessee corporation, by deed from Clyde H. Young and wife, of record in Book 3959, page 299, Register's Office for said County.

725,000.00

MAR 20 70	CONV	* .00		
MAR 20 70	MORT'G	50,940.22		
MAR 20 70	S'TAX		A* 1,885.00	
MAR 20 70	S'TAX		A* 48.90	
MAR 20 70	PR'FEE		A* .50	
MAR 20 70	W'DEED		A* 7.50	* 1,941.90

Whitley Building,

This is improved (X) property, known as 1701 21st Avenue, South, Nashville, Tenn. 37212
(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 Mid-State Educators Credit Union its *(successors), heirs and assigns forever.* it *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 as follows:

1. Deed of trust executed by Belmont Investments, Inc., and Marshall S. Whitley and Margaret Lawson Whitley, individually and as husband and wife, and Peter B. Curlin and Mary H. Curlin, individually and as husband and wife, to Robert P. McCampbell, Trustee, dated July, 1964, filed July 31, 1964, and recorded in Book 3796, page 556, Register's Office for Davidson County, Tennessee, to secure to the Northwestern Mutual Life Insurance Company, the payment of a note for $450,000.00, payable as therein specified.

2. Taxes for 1970, a lien, but not yet due and payable.

3. Survey made by Wm. Collier Parrish Associates, January 13, 1961, shown 12-foot minimum setback line from Blakemore Avenue and 21st Avenue, South, and buildings extending beyond setback lines. The Map of Mrs. P. J. Tinsley's Addition, of record in Book 421, page 91, Register's Office for Davidson County, Tennessee, does not show setback lines. Said survey also shows buildings located on property adjacent to premises on south, encroaching on premises. All liability by reason of these matters is excepted (as to Lot 1).

4. Rights of lessees, tenants or occupants of premises or any part thereof (as to Lot No. 1).

5. Covenants as set out in deed from The Crescent Amusement Company, to Belmont Investments, Inc., dated February 7, 1961, filed February 14, 1961, and recorded in Book 3181, page 317, Register's Office for Davidson County, Tennessee.

6. Attention is called to the driveway located on the lot owned by S. H. Eason, Sr., west of the premises, encroaching onto the premises in question to the extent of 1.73 feet.

Belmont Investments, Inc.

/.....further covenant and bind its heirs and representatives, to warrant and forever defend the title to said real estate to said Mid-State Educators Credit Union

.....

(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 Mid-State Educators Credit Union

.....

hereinafter referred to as trustors, hereby transfer and convey unto John D. Whalley, 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 $....., 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 24 *day of* March, *19*56.

Neither of these two corporations uses a seal.

BELMONT INVESTMENTS, INC.

Mackey Whitaker Pres

Margaret Lucas Whitaker - Sec.

MID-STATE EDUCATORS CREDIT UNION

Edwin Evans

PRESIDENT

E. Ray Hudgens, ass't. Treasurer

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.....

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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 TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Harris A. Gilbert, *a Notary Public of the State and County aforesaid, personally appeared* Marshall Whitley and Margaret Lamon Whitley, *with whom I am personally acquainted, and who, upon oath, acknowledged* themselves *to be* President & Secretary *of the* Belmont Investments, Inc. *the within named bargainor, a corporation, and that* they *as such* President & Secretary, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* themselves *as* President & Secretary.

Witness my hand and seal, at office in Nashville, Tennessee
this 20th *day of* March, 19 70

Commission expires June 16, 1971

Harris A. Gilbert
Notary Public

STATE OF TENNESSEE)
COUNTY OF DAVIDSON) ss:

Before me, Harris A. Gilbert, a Notary Public of the State and County aforesaid, personally appeared A. Vedester Hill, Sr., President, and Ray Hudgens, Assistant Treasurer, of Mid-State Educators Credit Union, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be President and Secretary of Mid-State Educators Credit Union, with within named bargainor, a corporation, and they, as such President and Secretary, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by themselves as President and Secretary.

Witness my hand and seal, at office in Nashville, Tennessee, this 20th day of March, 1970.

Harris A. Gilbert
Notary Public

My commission expires January 16, 1971.

INSTALLMENT DEED

FROM

BELMONT INVESTMENTS, INC.

TO

MID-STATE EDUCATORS CREDIT UNION

A 7 1 9 6 6

IDENTIF. REFERENCE

MAR 20 10 18 AM '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