TRUSTEE'S INSTALLMENT DEED

THIS INSTRUMENT WAS PREPARED BY
MARTIN & COCHRAN
NASHVILLE, TENNESSEE

BOOK 4426 PAGE 413

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP, PARCEL NUMBERS
Albert J. Gasser and F. Miles Ezell	Albert J. Gasser & F. Miles Ezell (NAME)	
360 Murfreesboro Road (STREET ADDRESS OR ROUTE NUMBER)	360 Murfreesboro Road (STREET ADDRESS)	Map 118-2
Nashville, Tenn. 37210 (CITY) (P. O. ZONE) (STATE)	Nashville, Tenn. 37210 (CITY) (ZONE) (STATE)	Par. 0

FOR AND IN CONSIDERATION of the sum of Thirty-Five Thousand Eight Hundred and no/100 ($35,800.00) ---------- *Dollars,*

of which Eight Thousand Nine Hundred Fifty and no/100 ($8,950.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Twenty-Six Thousand Eight Hundred Fifty and no/100 ($26,850.00) ---------- *Dollars,*

Albert J. Gasser and F. Miles Ezell *have executed*

their three promissory lien notes of even date herewith, each in the amount of Eight Thousand Nine Hundred Fifty and no/100 ($8,950.00) Dollars payable to A. Battle Rodes, Trustee, falling due respectively one, two and three years after date bearing interest at the rate of eight and one-half per cent (8½%) per annum, payable annually

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, A. Battle Rodes, Trustee of Tennessee Central Railway Company, by virtue of the power and authority given in and by orders of the United States District Court for the Middle District of Tennessee, entered "In the Matter of Tennessee Central Railway Company, Debtor, In Proceedings for the Reorganization of a Railroad, No. BK 67-2263," being Order No. 2, entered January 15, 1968, Order No. 66, entered October 6, 1969, and Order No. 84 *entered* April 28, *1970, have bargained and sold, and by these presents do transfer and convey unto*

Albert J. Gasser and F. Miles Ezell

heirs, representatives and assigns, a certain tract or parcel of land in Davidson *County, State of Tennessee, described as follows, to-wit:*

SEE NEXT PAGE

JUN 23	CONV	35,800.00			
JUN 23	MORT'G	26,850.00			
JUN 23	S'TAX		A*	93.08	
JUN 23	S'TAX		A*	24.80	
JUN 23	PAFEE		A*	.50	
JUN 23	W'DEED		A*	6.00	* 124.38

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is: 35,800.00

Subscribed and sworn to before me, this the 23rd day of June 19 70

Affiant

My commission expires: (Affix Seal)

Notary Public

County Register

Land in Davidson County, Tennessee, being part of Lot No. 6 on the plan of the partition of lands in the case styled "D.R. Johnson, et al, vs. R.L. Armistead, et al," Plan Book 2, page 73, of the Chancery Court of said County. Said property is more particularly described according to a survey by Barge, Waggoner, and Sumner, Inc., dated April 4, 1970, and revised April 9, 1970, as follows:

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Beginning at an iron pin in the easterly margin of Franklin Road, said iron pin being in the northwest corner of the Metropolitan Land Corporation property and being South 14° 33' East 61.51 feet from the point of intersection of the easterly margin of said road and the center line of the abandoned Tennessee Central Railway Company main track; thence northeasterly with the northerly boundary of the Metropolitan Land Corporation property and a curve to the right, having a radius of 1223.57 feet, a distance of 197.89 feet to an iron pin; thence North 23° 11' West 10.41 feet to an iron pin; thence crossing Brown's Creek North 27° 06' East 206.49 feet to an iron pin; thence North 19° 26' East 1.71 feet to an iron pin in the southerly boundary of the Crescent Amusement Co. property; thence crossing Brown's Creek and with the boundaries of the Crescent Amusement Co. property and the C. E. Little property southwesterly with a curve to the left, having a radius of 1323.57 feet, a distance of 339.58 feet to an iron pin in the easterly margin of Franklin Road; thence with the margin of said road South 14° 33' East 121.91 feet to the point of beginning, containing 0.58 acre, more or less.

Being part of the property conveyed to Tennessee Central Railway Company by deed of record in Book 280, page 139, Register's Office for said County. Premises became vested in A. Battle Rodes, Trustee for the Tennessee Central Railway Company in the proceedings styled as follows: "In the Matter of Tennessee Central Railway Company, Debtor," Bankruptcy No. 67-2263, United States District Court for the Middle District of Tennessee.

Land in Davidson County, Tennessee, being part of Lot No. 6 on the plan of the partition of lands in the case styled "D.R. Johnson, et al, vs. R. L. Armistead, et al, " Plan Book 2, page 73, of the Chancery Court of said County. Said property is more particulalry described according to a survey by Barge, Waggoner, and Sumner, Inc., dated April 4, 1970, and revised April 9, 1970, as follows:

Beginning at an iron pin in the westerly margin of the Louisville and Nashville Railroad Company right-of-way, said point being the southwest corner of the Crescent Amusement Co. property and the point of intersection of the westerly margin of the Louisville and Nashville Railroad Company right-of-way and a line north of, parallel to, and 50 feet from the center line of the abandoned Tennessee Central Railway Company main track; thence with the said Louisville and Nashville Railroad Company westerly margin S. 2° 48' West 59.37 feet to an iron pin; being the center line of the said abandoned Tennessee Central Railway Company main track; thence with said center line South 60° 09' West 35.63 feet to an iron pin; thence South 2° 48' West 59.37 feet to an iron pin in the northerly line of the B. Walter Ernst property; thence with the northerly boundary of the said Ernst property South 60° 09' West 118.41 feet to an iron pin; thence North 1° 16' West 113.81 feet to an iron pin in the southerly line of the Crescent Amusement Co. property; thence with said Crescent Amusement Co. property line North 60° 09' East 163.65 feet to the point of beginning, containing 0.32 acres, more or less.

Being a part of the property conveyed to Tennessee Central Railway Company by deed of record in Book 280, page 139, Register's Office for said County. Premises became vested in A. Battle Rodes, Trustee for the Tennessee Central Railway Company in the proceedings styled as follows: "In the Matter of Tennessee Central Railway Company, Debtor," Bankruptcy No. 67-2263, United States District Court for the Middle District of Tennessee.

mah

Together with the appurtenances and also all the estate which Tennessee Central Railway Company, a corporation, had at the time of the filing of the petition for railroad reorganization under Section 77 of the Bankruptcy Act in the said United States District Court for the Middle District of Tennessee in said premises, and also the estate therein which A. Battle Rodes, Trustee, has or has power to convey or dispose of as such Trustee.

unimproved two parcels formerly right-of-way between Franklin
This is ~~XXXXXX~~ *property, known as* Road and L & N right-of-way divided by I-65

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Albert J. Gasser and F. Miles Ezell, their

heirs, representatives and assigns, forever.

And A. Battle Rodes, Trustee, does covenant with the said Albert J. Gasser and F. Miles Ezell

that A. Battle Rodes, Trustee, is lawfully seized and possessed of all the estate which Tennessee Central Railway Company had at the time of the filing of the petition for railroad reorganization under Section 77 of the Bankruptcy Act in said United States District Court for the Middle District of Tennessee; has a good right to convey it under and by virtue of the several orders of the United States District Court hereinabove referred to, and that the same is free from all encumbrances made by A. Battle Rodes, Trustee. Taxes for the year 1970 have been pro rated by estimate and payment thereof assumed by grantees.

And A. Battle Rodes, Trustee, does further covenant and bind himself, his heirs and representatives, to warrant and forever defend the title to the said land to the said Albert J. Gasser and F. Miles Ezell, their

heirs, representatives and assigns against the lawful claims of all persons whomsoever claiming by, through or under A. Battle Rodes, Trustee, but against none other.

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 Albert J. Gasser and F. Miles Ezell

hereinafter referred to as trustors, hereby transfer and convey unto Carmack Cochran, *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 ~~XXXXXXXX~~full, ~~XXXXXXXXXXXXXXXX~~ *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 5 day of June, 19 70

A 81542

IDENTIF. REFERENCE

JUN 23 12 39 PM '70

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

A. Battle Rodes, Trustee

A. Battle Rodes, Trustee

Albert J. Gasser

Albert J. Gasser

F. Miles Ezell

F. Miles Ezell

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, F. Miles Ezell, Jr., *a Notary Public in and for said County and State,* Albert J. Gasser & F. Miles Ezell

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* 5 *day of* June, *19* 70.

F. Miles Ezell, Jr. *Notary Public*

Commission expires 11-23-70

STATE OF Tennessee }

COUNTY OF Davidson }

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Personally appeared before me, Evelyn Lester, *a Notary Public in and for said County and State,* A. Battle Rodes, 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 Tenn

this 1st *day of* June, *19*70

Commission expires [illegible] 24, 1973 Evelyn Lester *Notary Public*

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

Witness my hand and seal, at office in.....,
this.....*day of*....., *19*.....

.....*Notary Public*

Commission expires.....

INSTALLMENT DEED

FROM

A. BATTLE RODES, TRUSTEE, ETC.

TO

ALBERT J. GASSER AND

F. MILES EZELL

Compliments of

GUARANTY TITLE

Office of

CHICAGO TITLE INSURANCE COMPANY

American Trust Building

S. W. Cor. Third & Union

NASHVILLE, TENNESSEE