Installment Deed

BOOK 4438 PAGE 285

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
H. & S. Transportation Co., Inc.	Same	Map 119-8
(NAME:) 90 Van Buren Street	(NAME:)	Pt. 51
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tenn. 37208	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Twenty-five Thousand and 00/100 (25,000.00) ---------- *Dollars,*

of which One Thousand (1,000.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder of Twenty-four Thousand and 00/100 (24,000.00) ---------- *Dollars,*

H. & S. Transporation Co., Inc., *has executed*

its promissory note of even date herewith, payable to the order of Charles J. Sanders & Company, a partnership, in 120 monthly installments of $272.52 each, including principal and interest at the rate of 6-1/2 per cent per annum. Said payments as made shall be applied first to interest to date and balance to principal; and first of said payments shall be due on January 1, 1971;

THIS INSTRUMENT PREPARED BY:
O. B. Hofstetter, Jr., Attorney
304 American Trust Building
Nashville, Tennessee 37201

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, Charles J. Sanders & Company, a partnership composed of Charles J. Sanders, Sr., Charles J. Sanders, Jr., H. G. Buchanan, and Roy Brown,

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

H. & S. Transportation Co., Inc., a Tennessee corporation, its

(successors), and assigns,

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

Land in the 6th, formerly 9th, Civil District of Davidson County, Tennessee, being part of Tract No. 3 on the Plan of Brookside Heights, not of record, being also part of a tract marked "Reserved for future Commercial" on the plan of Battlewood, Section One, as of record in Book 1835, page 31, Register's Office for said county, described as follows:

BEGINNING at a point on the southerly right-of-way line of the N.C. & St. L. Railroad at the northwest corner of lot No. 23 on said Plan; thence with said right-of-way westwardly 256 feet to the easterly margin of Thompson Lane; thence with the easterly margin of said Lane, southwardly 100 feet; thence eastwardly 256 feet, more or less, to a point in the western boundary line of Lot No. 22 on said Plan, said point being South 2 degrees 46° 15" West 6.9 feet from the common corner of said lots Nos. 22 and 23 on said Plan; thence North 2° 46' 15", East 100 feet to the beginning.

Being the same property conveyed to Charles J. Sanders & Company, a partnership, by deed from D. T. Randolph, et ux, of record in Book 2244, page 16, Register's Office for said County.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $25,000.00

Affiant

Subscribed and sworn to before me, this the 12th day of November, 1970

Notary Public

My commission expires 11-13-70

(Affix Seal)

Grantor does hereby retain all rights to, and rentals from, that part of the above described tract fronting on Thompson Lane and running back to a depth of 100 feet, until December 31, 1980.

This is ~~unimproved~~ improved (X) property, known as Thompson Lane, Nashville, 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 H. & S. Transportation Co., Inc., its (successors), ~~his~~ *and assigns forever.* It *covenant that* it is *lawfully seised and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered,* except for the recorded restrictive covenants and grantor's retained rights as hereinabove set out.

It *further covenant* s itself, its *heirs and representatives, to warrant and forever defend the title to said real estate to said* Grantee, its (successors), ~~his~~ *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 H. & S. Transporation Co., Inc., a Tennessee corporation, *hereinafter referred to as trustors, hereby transfer and convey unto* O. B. Hofstetter, Jr., *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 12th *day of* August, *19*70.

H. & S. TRANSPORTATION CO, INC.

By: Charles J Sanders Jr
President

CHARLES J. SANDERS & COMPANY

By Chas J Sanders Sr
Charles J. Sanders, Sr.

Chas J Sanders Jr
Charles J. Sanders, Jr.

H G Buchanan
H. G. Buchanan

Roy Brown
ROY BROWN

PARTNERS

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Eunice Miller, *a Notary Public in and for said County and State,* Charles J. Sanders, Sr., Charles J. Sanders, Jr., H. G. Buchanan, and Roy Brown, *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* 12th *day of* August, *19*70.

Eunice Miller *Notary Public*

My Commission Expires November 13 1973

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.....

RECORDER'S MEMO
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ...*, a Notary Public of the State and County aforesaid, personally appeared* Charles J. Sanders, Jr. *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* President *of the* H. & S. Transportation 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 corporation by* him *self as* President

Witness my hand and seal, at office in Nashville, Tennessee
this ... *day of* August, *19* 70

Eunice Butler .....*Notary Public*

Commission expires 11-13-73

AUG 13 70	CONV	25,000.00				
AUG 13 70	MORT'G	24,000.00				
AUG 13 70	S TAX		A*	65.00		
AUG 13 70	S TAX		A*	22.00		
AUG 13 70	RECFEE		A*	.50		
AUG 13 70	VOUCH		A*	6.00	*	93.50

INSTALLMENT DEED

FROM Charles J. Sanders & Company

TO H. & S. Transportation Co., Inc.

A 86730

IDENTIF. REFERENCE

AUG 13 9 35 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