Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Amalgamated Meat Cutters & Butcher Workmen of North America District Union No. 405 A.F.L.-C.I.O. (NAME)	Same. (NAME)	Map 82-12 Par. 313
915 Main St (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tenn. (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	PW

FOR AND IN CONSIDERATION of the sum of

---Twenty-five Thousand and no/100 ($25,000.00)---------- *Dollars,*

of which

---Five Thousand and no/100 ($5,000.00)---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder

---Twenty Thousand and no/100 ($20,000.00)---------- *Dollars,*

Amalgamated Meat Cutters & Butcher Workmen of North America, District Union No. 405, A.F.L.-C.I.O. *has executed*

its Installment Note payable at the rate of Two Hundred Twenty-five and no/100 ($225.00) Dollars per month for a term of fifty-nine (59) months, commencing one month after date, with the remaining principal balance to be due five (5) years after the date hereof, with each of said installments to be applied first to the payment of interest on the unpaid principal balance at the rate of ten (10%) per cent 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, Studebaker Corporation, formerly Saraband Properties, Inc., *has this day bargained and sold, and do hereby transfer and convey unto the said* Amalgamated Meat Cutters & Butcher Workmen of North America, District Union No. 405, A.F.L.-C.I.O., its *(successors), heirs and assigns,*

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

Land in Davidson County, Tennessee, being part of Lots Nos. 5 and 6 of R. W. Brown's Addition to Edgefield, as shown on the plan of record in Book 21, page 69, Register's Office for said County, and more particularly described as follows:

Beginning at the point of intersection of the southeasterly margin of Main Street, or Gallatin Pike, and the southwesterly margin of McFerrin Avenue; thence with the said margin of Main Street, or Gallatin Pike, westerly 47.2 feet to a point 2.8 feet easterly from the common corner of Lots Nos. 4 and 5 on said plan; thence south 48° east 98.5 feet to a point; thence south 44° 15' west 42.9 feet to a point; thence northeasterly 88.5 feet, more or less, to a point on the southwesterly margin of McFerrin Avenue, said point being 122 feet southeasterly from the southerly margin of Gallatin Pike; thence with the southwesterly margin of McFerrin Avenue northwesterly 122 feet to the point of beginning.

Being part of the same property conveyed to Saraband Properties, Inc., by deed from Hallpark Enterprises, Inc., of record in Book 4197, page 651, Register's Office for said County; and by deed of correction from Investments, Inc., of record in Book 4446, page 367, said Register's Office.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

Subscribed and sworn to before me, this the 28th day of December 1970

Affiant

My commission expires: Dec. 11, 1971 (Affix Seal)

Notary Public

This instrument prepared by James I. Vance Berry, Attorney, 700 American Trust Building, Nashville, Tennessee

Included in the above description, but expressly excluded therefrom, is property conveyed to The Nashville Housing Authority by deed from Studebaker Corporation, of record in Book 3893, page 500, said Register's Office.

unimproved ( )
This is improved (X) property, known as 918 Main Street, 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 Grantee, its *(successors), heirs and assigns forever. /Grantor covenants 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 for taxes for the year 1970, which have been prorated.

Grantor *further covenant and bind* s itself, its successors *and representatives, 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.*

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 Amalgamated Meat Cutters & Butcher Workmen of North America, District Union No. 405, A.F.L.-C.I.O. *hereinafter referred to as trustors, hereby transfer and convey unto* James I. Vance Berry, *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 [illegible] *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.

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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 16th *day of* Oct. *, 19* 70.

Attest:

STUDEBAKER CORPORATION

By: W. Studebaker V

Attest:

AMALGAMATED MEAT CUTTERS & BUTCHER WORKMEN OF NORTH AMERICA, DISTRICT UNION NO. 405, A.F.L.-C.I.O.

By: R. M. Sloan Secy Treas
Bus Mgr.

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 Nashville, *Tennessee, this.....day of....., 19* 70

Notary Public

Commission expires.....

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STATE OF Minnesota

COUNTY OF Hennepin

Personally appeared before me, Catherine L. McManman, *a Notary Public in and for said County and State,* Hennepin County, State of Minnesota, *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 1400 73rd Avenue N.E., Minneapolis, Minnesota, *this* 16th *day of* October, *19* 70.

Catherine L. McManman *Notary Public*

Commission expires April 26, 1977

NOV-68	CONV	25,000.00		
NOV-68	MORT'G	20,000.00		
NOV-68	S'TAX		A* 65.00	
NOV-68	S'TAX		A* 18.00	
NOV-68	RFEE		A* .50	
NOV-68	WDEED		A* 6.00	* 89.50

STATE OF TENNESSEE
COUNTY OF DAVIDSON
MINNESOTA
HENNEPIN

Before me, Catherine L. McManman, *a Notary Public of the State and County aforesaid, personally appeared* Gayle S. Hornbaker, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* Vice President *of the* Studebaker Corporation, *the within named bargainor, a corporation, and that* he *as such* Vice 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* Vice President.

Witness my hand and seal, at office in Minneapolis, Minnesota *this* 16th *day of* October, *19* 70.

Catherine L McManman *Notary Public*

Commission expires April 26, 1977

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, JAMES M. FOSTER, a Notary Public of the State and County aforesaid, personally appeared R. G. SLOAN, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be SECRETARY-TREAS. & BUSINESS MGR. of Amalgamated Meat Cutters & Butcher Workmen of America, District Union No. 405, A.F.L.-C.I.O., the within named bargainor, and that he as such SEC.-TREAS. & BUSINESS MGR. being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the said party by himself as SECRETARY-TREASURY & BUSINESS MGR.

WITNESS my hand and seal, at office in Nashville, Tennessee, this 28th. day of OCTOBER, 1970.

Notary Public

Commission expires Dec. 21, 1971

INSTALLMENT DEED

FROM

STUDEBAKER CORPORATION

TO

AMALGAMATED MEAT CUTTERS & BUTCHER WORKMEN OF NORTH AMERICA, DISTRICT UNION NO. 405, A.F.L.-C.I.O.

A 95544

IDENTIF. REFERENCE

Nov 6 2 25 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