This instrument prepared by: Mr. Dodson Batson, Attorney
Antioch, Tennessee BOOK 1479 PAGE 235

Map 51
Pcl. 37-
26.1
pw

INSTALLMENT DEED

For and in Consideration of the sum of SIXTY FIVE THOUSAND AND NO/100---------- Dollars,

---------($65,000.00)---------- Dollars,

of which TWELVE THOUSAND ($12,000.00) and No/100---------- Dollars,

has been paid in cash by Properties Unlimited, a Limited Partnership (comprised of HARRY G. HEMMERLY, JIMMY O. SMITH AND ROBERT A KENT AS GENERAL PARTNERS)
the receipt of which is hereby acknowledged, and for the remainder----------

FIFTY THREE THOUSAND ($53,000.00) and No/100---------- Dollars,

the said Properties unlimited, a limited partnership have executed their note for that amount due in monthly installments of Three Hundred Seventy and 60/100, ($370.60) each. The first installment is due February 1, 1971, and the others, one on the first day of each month thereafter. Out of each installment the interest at rate of 7 1/2% per annum will be deducted and the balance applied to principal.

Seller agrees to accept additional payments or payment in full without penalty and to accept $10,000.00 to release approx. 2.21 acres tract when paid.

12/31/70 HH HH E
THH - H.B.C.
JOS Ent

all of said notes bearing ~~SIX~~ 7 1/2 per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, We, M. M. Cunniff and wife, Hattie B. Cunniff

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have this day bargained and sold, and do hereby transfer and convey unto the said Properties Unlimited, a limited partnership composed of Harry G. Hemmerly, ~~Being and partners~~, Jimmie O. Smith and Robert A. Kent, as general partners, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in the 11th, formerly the 19th Civil District of Davidson County, Tennessee, described according to a survey by Michael V. Holmes, Surveyor, dated December 7, 1970, #70-054, as follows:

BEGINNING at a highway monument at the intersection of the south margin of New Due West Avenue on the west margin of Interstate Highway I-65; thence with the said margin of said Interstate Highway, South 29 deg. 23 min. 30 sec. West 403.08 feet to a Highway monument, and continuing with the said margin of said Interstate Highway, westerly with a slight curve 535.91 feet to an iron stake; thence North 6 deg. 05 min. East 563.04 feet to an iron stake in the east margin of Old Due West Avenue; thence with the east margin of Old Due West Avenue, Northeast 75.31 feet to an iron stake; thence continuing with said margin of Old Due West Avenue, North 38 deg. 20 min. 30 sec. East 282.41 feet to an iron stake; thence South 51 deg. 30 min. 30 sec. East 15 feet to a highway monument; thence North 42 deg. 23 min. 30 sec. East 117.94 feet to Highway Monument; thence South 45 deg. 31 min. East 179.00 feet to point of beginning, containing 4.132 acres.

BEING part of the property conveyed to M. M. Cunniff and wife, Hattie B. Cunniff by deeds of record in Book 4113, page 129; Book 4262, page 53, and Book 1358, page 209, each in the Register's Office for Davidson County, Tennessee.

This is unimproved (X) improved ( ) property, know as 705 + 707 OLD DUE WEST AVE NASHVILLE TENN 37211
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Properties Unlimited, a Limited partnership heirs and assigns forever. We covenant that 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 Properties Unlimited, a Limited partnership their 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 notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, We, the said Properties Unlimited, a limited partnership

do hereby transfer and convey unto Britt Cunniff, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

We, the said Properties Unlimited, a Limited partnership

do hereby 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 at least the sum of $ insurable value until the notes herein secured are 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 and holder of said notes, as his interst may appear.

We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case We fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment.

Now, if We, the said Properties Unlimited, a Limited partnership shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if We fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; We fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, 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 notes, or any of said notes then past due and unpaid, all remaining unpaid notes 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. We agree, that the Trustee may, at any time after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. We further agree 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 notes 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 Properties Unlimited, a limited partnership 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 lien notes, or, if more than one, then of the first-maturing unpaid note, 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 Britt Cunniff, Trustee, shall be vested in said successor.

Said Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said M. M. Cunniff and wife, Hattie B. Cunniff and Properties Unlimited, a limited partnership hereunto set our hands at Nashville, Tennessee, this the 21 day of DEC 1970

PROPERTIES UNLIMITED, A LIMITED PARTNERSHIP COMPOSED OF HARRY C. HEMMERLY, JIMMIE O. SMITH AND ROBERT A. KENT AS GENERAL PARTNERS

David [illegible]

Robert A. Kent

Jimmy O. Smith

M. M. Cunniff

Hattie B. Cunniff.

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named M. M. Cunniff and wife, Hattie B. Cunniff; Harry C. Hemmerly, Jimmie O. Smith and Robert A. Kent,

the bargainors, 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 29 day of DEC, 1970

Hubert L. Black, Notary Public.

Commission Expires MAY 2, 1973

HUBERT L. BLACK NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

STATE OF _____
_____ County.

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

FEB 11 CONV 65,000.00
FEB 11 MORT'G 53,000.00
FEB 11 S'TAX A* 169.00
FEB 11 S'TAX A* 51.00
FEB 11 PREFF A* .50
FEB 11 WDEED A* 6.00 * 226.50

the 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 }

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Before me, , a Notary Public of the State and

County aforesaid, personally appeared ,

with whom I 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

(over for additional acknowledgements)

B 0 4 5 2 4

IDENTIF. REFERENCE

FEB 11 4 13 PM '71

REGISTER
DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM

TO

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

MAIL TO.
Hermitage Realty Co.
104 Oak Valley Dr.
Nashville, Tenn.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
PROPERTIES UNLIMITED	SAME	11D 02520
(NAME) 104 OAK VALLEY DR	(NAME) SAME	11D 07065
(STREET ADDRESS OR ROUTE NUMBER) NASHVILLE TENN 37207	(STREET ADDRESS) SAME	Map. 51 Par. 21 Map. 51-6 Par. 6 Pal
(CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

Mr. Dodson Batson, Attorney

Route 1

Antioch, Tennessee

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS:

$ 65,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 29th DAY OF Jan, 19 71

Notary Public

MY COMMISSION EXPIRES:

(AFFIX SEAL)