Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
B. & V. Enterprises (NAME)	Same (NAME)	Map 52-13 Par. 17 thru 20-53 thru 59 plus
210 14th Ave North (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nash Town (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of

Seventy Thousand and no/100 ($70,000.00)---------- *Dollars,*

of which Ten Thousand and no/100 ----------

------ ($10,000.00) ---------- *Dollars, has been paid in cash,*

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

Sixty Thousand and no/100 ($60,000.00) ---------- *Dollars,*

B. & V. Enterprises, a Tennessee corporation *has executed* one promissory note of even date herewith payable as follows: Six (6) annual installments as follows: Five (5) installments of $5,000.00 plus $300.00 interest beginning February 1, 1972 and a like amount of $5,000.00 plus $300.00 interest due on February 1, 1973, February 1, 1974, February 1, 1975 and February 1, 1976, with a final installment of $35,000.00 due on February 1, 1977,

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,

Katie Linder Martin, Trustee

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

B. & V. Enterprises, a Tennessee corporation, its

(successors), heirs and assigns,

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

TRACT NO. 1:

Land in Davidson County, Tennessee, being Lots Nos. 1, 2, 3, and 4, in the plan of J.H. Gothard's Subdivision of 9.08 acres in Pennington Bend, as of record in Book 547, page 79, of the Register's Office for Davidson County, Tennessee, described as follows:

Said Lots Nos. 1 and 2 front 50 feet each on the westerly side of an unnamed Avenue (Now Miami Avenue), and extends back between parallel lines 155 feet more or less to the low water mark of the Cumberland River.

Said Lots Nos. 3 and 4, adjoin and front 50 feet each on the westerly side of Miami Avenue and runs back between parallel lines 155 feet to the low water mark of Cumberland River.

[illegible]

This Instrument Prepared By:
Thomas C. Binkley, Attorney
Court Square Bldg.
300 James Robertson Parkway
Nashville, Tennessee

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 44,000.00

Subscribed and sworn to before me, this the 10 day of March 19 71

Affiant

My commission expires: Nov 12, 1972 (Affix Seal)

Notary Public

TRACT NO. 2:

Land in the Third, formerly the Second, Civil District of Davidson County, Tennessee, being part of Lot No. 5 on the plan of Robert Young's Subdivision of Large Lots, as of record in Book 421, page 140; and part of Lot No. 29, all of Lots Nos. 30 to 36 inclusive and part of Lots Nos. 37 and 38 on the map of Wooddale Grove Annex, as of record in Book 547, page 109 and 110, Register's Office of Davidson County, Tennessee, described together according to a survey made by Ralph W.C. Lambert, surveyor, March 31, 1951, as follows:

Beginning at the intersection of the center lines of Wooddale Drive and Miami Avenue; thence with the center of Wooddale Drive, south 62 degrees, 05 minutes east 270 feet; thence north 28 degrees 37 minutes east 325 feet; thence north 67 degrees 20 minutes west 270 feet to the center line of Miami Avenue; thence with the center line of Miami Avenue south 29 degrees west 300 feet to the beginning, containing 1.75 acres, more or less. Included in the above Tract No. 2 but excluded therefrom is part of said property conveyed to Metropolitan Government of Nashville and Davidson County, Tennessee, by deed of record in Book 4002, page 764, said Register's Office.

This In[illegible]
Thomas C. Binkley, Attorn[illegible]
Court Square Bldg.
300 James Robertson Parkway
Nashville, Tennessee

Said property was devised to Katie Linder Martin, Trustee, by Will of Veco W. Linder, deceased, of record in Bill Book 91, page 535, Probate Court for said County.

[illegible] Order's Mark
[illegible] Typing o[illegible]
[illegible] satisfactory Work

unimproved ( )
This is improved ( ) property, known as ..... (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 B. & V. Enterprises, a Tennessee corporation, its *(successors), heirs and assigns forever.* I *covenant that* I am *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.*

( ))

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* B. & V. Enterprises, a Tennessee corporation, 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 B. & V. Enterprises, a Tennessee corporation *hereinafter referred to as trustors, hereby transfer and convey unto* Raymond L. Barrett, *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:*

As Pres of B&V Enterprises Inc
RAYMOND L. M Barrett

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 $[redacted], 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.

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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 10 *day of* March, *19*71.

Katie Linder Martin Trustee

Joel E Bradshaw

As Pres of BJU Enterprises

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Katie Linder Martin, Trustee *a Notary Public in and for said County and State,*

the within named bargainor, with whom I am personally acquainted, and who acknowledged that she *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville *Tennessee, this* 10 *day of* March, *19*71.

Notary Public

Commission expires Nov 12, 1972

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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, George W. Heaney, a Notary Public of the State and County aforesaid, personally appeared Joel F. Vradenburg, *with whom I am personally acquainted, and who, upon oath, acknowledged* him*self to be* President *of the* B. & V. Enterprises, a Tennessee corporation *the within named bargainor, a corporation, and that* he *as such* officer *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, *this* 10 *day of* March, 19 71

George W. Heaney *Notary Public*

Commission expires Nov 12, 1972

APR-2??	CONV	44,000.00			
APR-2??	MORT'G	60,000.00			
APR-2??	S'TAX		A*	114.40	
APR-2??	S'TAX		A*	58.00	
APR-2??	PR'FEE		A*	.50	
APR-2?	W'DEED		A*	6.00	* 178.90

INSTALLMENT DEED

FROM

Katie Linder Martin, Trustee

TO

B. & V. Enterprises

B 0 9 6 9 5

IDENTIF. REFERENCE

APR 2 11 43 AM '71

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