BOOK 4513 PAGE 688

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM

Thomas C. Summers, Trustee

TO

Douglas F. Foriest and wife,
Florence E. Foriest

For draftsman's use

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Douglas F. Foriest (NAME)	Same (NAME)	102-8 102
542 Croley Drive (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tenn. 37209 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

R20070

IDENTIF. REFERENCE T

JUN 23 8 53 AM '71

FELIX A. MILLON II REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 6150.00 Douglas F. Foriest
Affiant

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

Notary Public

MY COMMISSION EXPIRES: 10/24/72

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of ($6,150.00)
Six Thousand One Hundred Fifty and No/100 * * * * * * * * * * * DOLLARS

of which $ 1,250.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their installment deed note of even date herewith, in the principal sum of $4,900.00, with interest at the rate of 7½% per annum, payable to the order of Thomas C. Summers, Trustee, in monthly installments of $125.00, which includes principal and interest, the first installment being due July 19, 1971, and another payment on the nineteenth day of each month thereafter until principal and interest are paid in full. Balance due may be paid in full at any time with no prepayment fee,

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

I, Thomas C. Summers, Trustee, with full power to transfer and convey without the joinder of any beneficiary,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Douglas F. Foriest and wife, Florence E. Foriest,

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING Lot No. 299 on the Plan of Horton Heights, Section H, as of record in Book 3600, page 100, Register's Office for said County.

SAID Lot No. 299 fronts a total of 147.30 feet on the northwesterly side of Fleetwood Drive, and extends back 250.0 feet on the northeasterly line and 251.4 feet on the southwesterly line, to a line in the rear on which it measures 174.00 feet.

BEING part of the property conveyed to Thomas C. Summers, Trustee, by deed from W. L. Hailey, et al, of record in Book 2240, page 593, Register's Office for said County.

This conveyance is subject to restrictions, easements, setback lines, and conditions of Owner's Certificate, etc., of record in Book 3868, page 740, and as shown on Plan of Record in Book 3600, page 100, Register's Office for Davidson County, Tennessee.

This is unimproved (X) improved ( ) property, known as ..... (House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

This instrument prepared by: T. C. Summers Company, Inc.
480 Craighead St., Suite 201
Nashville, Tenn. 37204

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their 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. 1971 taxes assumed by the grantees.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, 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 grantees herein do hereby transfer and convey unto W. Raymond Denney, 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 grantees 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 $ ///// 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 interest 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 grantees, 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 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 advise 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 the grantees herein, their heirs, 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the 19th day of June, 1971.

Thomas C. Summers, Trustee

Douglas F. Foriest

Florence E. Foriest

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Verna B. Curley, a Notary Public in and for said County and State, the within named Douglas F. Foriest and wife, Florence E. Foriest, and Thomas C. Summers, Trustee,

the 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, Tennessee, this 19th day of June, 19 71.

Verna B. Curley, Notary Public.

Commission expires 10/24/72

	JUN 23 E	CONV	*6,150.00		
	JUN 23 E	MORT'G	*4,900.00		
STATE OF TENNESSEE }	JUN 23 E	S'TAX		A*	15.86
COUNTY OF DAVIDSON }	JUN 23 E	S'TAX		A*	2.90
	JUN 23 E	PR'FEE		A*	.50
	JUN 23 E	W'DEED		A*	3.00 * 22.26

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 ,

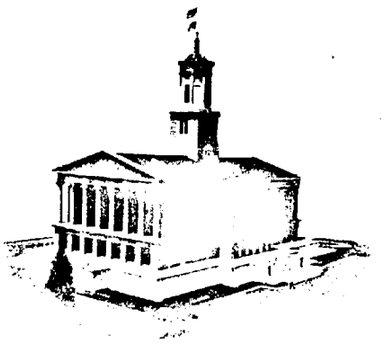
this day of , 19 .

, Notary Public.

Commission expires .

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State of Tennessee



Department of State

CERTIFICATE

The undersigned, as Secretary of State of the State of Tennessee, hereby certifies that the attached document was received for filing on behalf of TIP TOP TIES OF RALEIGH SPRINGS MALL, INC. *(Name of Corporation)* *was duly executed in accordance with the Tennessee General Corporation Act, was found to conform to law and was filed by the undersigned, as Secretary of State, on the date noted on the document.*

THEREFORE, the undersigned, as Secretary of State, and by virtue of the authority vested in him by law, hereby issues this certificate and attaches hereto the document which was duly filed on June Sixteenth, 19 71.



Secretary of State

JUNE 16, 1971

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CHARTER

OF

TIP TOP TIES OF RALEIGH SPRINGS MALL, INC.

The undersigned natural person or persons, having capacity to contract and acting as the incorporator or incorporators of a corporation for profit under the Tennessee General Corporation Act, adopt the following charter for such corporation:

1. The name of the corporation is TIP TOP TIES OF RALEIGH SPRINGS MALL, INC.

2. The duration of the corporation is perpetual.

3. The address of the principal office of the corporation shall be Rivergate Mall, Nashville, County of Davidson, State of Tennessee.

4. The corporation is for profit.

5. The purpose or purposes for which the corporation is organized are:

The sale at retail, commission and otherwise, of all types of personal property of every kind and description.

6. The maximum number of shares which the corporation shall have authority to issue is one hundred (100) shares, without par value.

7. The corporation will not commence business until consideration of One Thousand Dollars ($1,000.00) has been received for the issuance of shares.

Dated May 25th, 1971.

John B. Ryan, Jr.

Richard T. Rizzi

Richard B. Ford

1971 JUN 16 AM 10 48

C & O Corp
Systems
918 - 16th Street
N.W.
Washington D.C.
20006

State of Tennessee

THE GREAT SEAL OF THE STATE OF TENNESSEE
XVI
AGRICULTURE
COMMERCE
1796

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B20071

IDENTIF. REFERENCE

JUN 23 8 55 AM '71

FELIX A. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

JUN23 MISC

A* 5.00 * 5.00

CHARTER
OF

TIP TOP TIES OF RALEIGH SPRINGS
MALL, INC.

RECEIVED FEE, $ 10.00

RECEIVED TAX, $ 10.00

TOTAL, $ 20.00

Secretary of State.