This Instrument Was Prepared By
DENNEY, LACKEY, CHERNAU & CASTLE
218 Third Avenue North
Nashville, Tennessee 37201

BOOK 4527 PAGE 755

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD - 4

FROM

CHARLES W. HAWKINS, III and VADEN LACKEY, JR.

TO

CHARLES S. NICHOLS

For draftsman's use

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Charles S. Nichols (NAME)	Same (NAME)	Map 134
219 Russell Street (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par 120
Nashville, Tennessee (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIF. REFERENCE
AUG 10 2 01 PM '71
FELIX A. JOHNSON II REGISTER DAVIDSON COUNTY, TENN.

326278

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$49,900.50 Vaden Lackey, Jr.
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 23rd DAY OF July, 19 71.

Notary Public

MY COMMISSION EXPIRES: [illegible]
(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of FORTY NINE THOUSAND NINE HUNDRED AND 50/100---------- ($49,900.50) DOLLARS

of which $none has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has executed a promissory note of even date in the amount of Forty Nine Thousand Nine Hundred and 50/100----------($49,900.50) payable to Charles W. Hawkins, III and Vaden Lackey, Jr., with interest at eight per cent (8%) per annum, payable quarterly and with the principal payable in five equal annual installments of $9,980.10 each,

AUG 10	CONV	49,900.50		
AUG 10	MORT'G	49,900.50		
AUG 10	S'TAX		A* 129.74	
AUG 10	S'TAX		A* 47.90	
AUG 10	RECORDING FEE		A* 1.50	
AUG 10	DEED		A* 4.00	* 182.14

and providing for payment of attorney's fee if same is collected by an attorney to secure the payment of said note or note, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

we, Charles W. Hawkins, III and Vaden Lackey, Jr., hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Charles S. Nichols his heirs and assigns herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in the Fifth Civil District of Davidson County, Tennessee, being Lot No. 2 on the Plan of Harding Industrial Park, Section 2, as of record in Book 4300, page 100, Register's Office for Davidson County, Tennessee, to which plan reference is here made for a more complete description.

Said Lot No. 2 fronts 314.60 feet on the northerly margin of Harding Industrial Drive and extends back 850 feet more or less on the easterly line and 778 feet more or less on the westerly line, to the northerly margin of Mill Creek in the rear, measuring 335 feet more or less thereon.

Being part of the same property conveyed to Charles W. Hawkins III and Vaden Lackey, Jr., by deeds from John W. Overby and wife, Vivian Overby, of record in Book 4224, page 250, from John Lee Asberry and wife, Lillian Barnes Asberry, of record in Book 4170, page 379, and from Woodruff E. Dumont and wife, Nora Lee Dumont, of record in Book 4224, page 253, all in said Register's Office.

This conveyance is made subject to: (1) utility easement granted Metropolitan Government of Nashville, Davidson County, Tennessee, of record in Book 4466, page 601, Register's Office for said County; (2) Easements, setback lines and conditions of owner's certificate as shown on recorded plan; (3) easement for flowage of Mill Creek and (4) restrictions of record in Book 4223, page 109, R.O.D.C., Tennessee.

This is unimproved (X) improved ( ) property, known as ---- (House Number) ---- (Street) Harding Industrial Drive (P.O. Route) ---- (City or Town) Nashville, Tennessee (Postal Zone)

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.

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 grantors herein do hereby transfer and convey unto Stanley M. Chernau 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 grantors 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 $ None 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 1st day of July 19 71

Charles W. Hawkins, III — Charles S. Nichols

Vaden Lackey, Jr. —

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Lela Richardson, a Notary Public in and for said County and State, the within named Charles W. Hawkins, III and Vaden Lackey, Jr.,

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 23rd day of July, 19 71

Lela Richardson, Notary Public.

Commission expires July 24, 1972

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Eunice Miller, a Notary Public in and for said County and State, the within named Charles S. Nichols

the 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 Nashville, Tenn, Tennessee, this 21st day of July, 19 71

November 13, 1973 — Eunice Miller, Notary Public.

Commission expires

Commission expires