Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO: BOOK 4527 PAGE 865	MAP-PARCEL NUMBERS
Berkley Hills Apartments (NAME:)	Same (NAME:)	Map 43-15
118 Emmitt (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Pc. 238-157
Nashville, Tennessee (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	Map 43-7 Pc. 4

FOR AND IN CONSIDERATION of the sum of Ninety-five Thousand ($95,000.00) Dollars---------- *Dollars, of which* Twenty-seven Thousand Five Hundred Fifty ($27,550.00)---------- ---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Sixty-seven Thousand Four Hundred Fifty ($67,450.00 ---------- *Dollars,*

*ha*ve *executed*

their installment note of even date herewith, payable to the order of the Grantor in five (5) equal annual installments of Thirteen Thousand Four Hundred Ninety ($13,490.00) Dollars each with interest upon the unpaid principal balance thereof at the rate of seven and one-half (7 1/2%) per cent per annum due on each installment date, the first installment being due one (1) year from the date hereof.

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, Crescent Properties, a Tennessee corporation,

has *this day bargained and sold, and do hereby transfer and convey unto* Berkley Hills Apartments, a partnership composed of Carson C. Driver, Jr., a ninety (90%) per cent interest, Jack Daryl Driver, a Five (5%) per cent interest, and Celia Driver Ellis, a five (5%) per cent interest, their successors, heirs and assigns,

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

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

Two tracts of land in Davidson County, Tennessee, as follows:

TRACT NO. 1: A tract of land in the 11th Civil District of said County and State, described according to a survey made by Barge-Waggoner-Sumner & Cannon, Inc., Engineers, May 27, 1971, as follows: Beginning at a point in the easterly margin of Gallatin Pike at the northwest corner of the Condra Development Co. property, of record in book 4456, page 722, Register's Office for said County; thence south 89° 58' 21" east 256.45 feet to an iron pin; thence south 8° 09' 39" west 117.3 feet to an iron pin; thence south 89° 58' 21" east 523.72 feet to an iron pin; thence north 1° 36' east 216.60 feet to an iron pin; thence south 89° 53' 08" west 754.90 feet to a point in the easterly margin of Gallatin Pike; thence with the easterly margin of said Pike, south 08° 28' west 99.61 feet to the point of beginning, containing 3.12 acres, more or less. Being part of the property conveyed to Crescent Properties Company by deed from the Crescent Company, of record in book 4288, page 508, Register's Office for said County.

TRACT NO. 2: Being lots Nos. 3 and 4 on the Map showing Re-subdivision of lots Nos. 2, 3, 4 and 5 of Block "I", Plan of

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 95,000.00

Subscribed and sworn to before me, this the 16th day of August 19 71

Affiant

My commission expires: 4-20-72

Forest Park Subdivision, as of record in book 843, page 44, Register's Office for said County, described according to a survey made by Barge-Waggoner-Sumner & Cannon, Inc., Engineers, May 27, 1971, as follows:

Beginning on the southerly margin of Elm, formerly Oak, Street, at the northwest corner of the property conveyed to Robert R. Poe and wife by deed of record in book 3830, page 376, said Register's Office; thence with Poe's westerly line, south 1° 03' east 291 feet; thence south 89° 53' 08" west 103 feet to the southeast corner of the property conveyed to Edward Lewis Curtis, Sr. and wife, by deed of record in book 2143, page 4, said Register's Office; thence with Curtis' easterly line, north 1° 43' 45" east 294.27 feet to the southerly margin of Elm Street; thence with said Street, south 82° 07' 19" east 22.67 feet, continuing with said Street, north 89° 53' 08" east 66.33 feet to the beginning. Being part of the property conveyed to Crescent Properties Company by deed from Thomas M. Evans, Trustee, of record in book 4288, page 505, said Register's Office.

This conveyance of said real estate is made expressly subject to the following:

1. Metropolitan, state and county taxes for the year 1971 to have been pro rated and the payment of which has been assumed by the Grantee.

2. Agreement for dedication of easement for sanitary sewer and/or storm drainage by the Crescent Amusement Company and Davidson County, Tennessee, of record in book 3374, page 296, Register's Office for Davidson County, Tennessee.

3. Encroachments of fences of neighboring property onto premises.

4. Easement four (4) feet in width conveyed to Condra Development Company by deed from the Grantor of record in book 4456, page 722, said Register's Office.

unimproved (X)
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 Berkley Hills Apartments, a partnership, their ..... *(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 as set forth above.

Grantor *further covenants and binds* itself, its successors and assigns, *to warrant and forever defend the title to said real estate to said* Berkley Hills Apartments, a partnership, their ..... *(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 Berkley Hills Apartments, a partnership ..... *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 the sum of $ None ....., *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

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.

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 August, *19*71.

CRESCENT PROPERTIES COMPANY

By J. Gibson Edwards
Vice President

BERKLEY HILLS APARTMENTS

By Carson C. Driver, Jr.
Partner

By Jack Daul Driver
Partner

By Celia Driver Ellis
Partner

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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Personally appeared before me, The undersigned, *a Notary Public in and for said County and State,* Carson C. Driver, Jr., Jack Daryl Driver, and Celia Driver Ellis

the within named 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, this* 10th *day of* August, *19* 71.

Billy H Howell *Notary Public*

Commission expires Nov 1-72

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, The undersigned, *a Notary Public of the State and County aforesaid, personally appeared* J. Christopher Caldwell, *with whom I am personally acquainted, and who, upon oath, acknowledged* himself *to be* Vice President *of the* Crescent Properties Company, *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* himself *as* Vice President

Witness my hand and seal, at office in Nashville, Tennessee, *this* 10th *day of* August, *19* 71.

Billy H Howell *Notary Public*

Commission expires Nov 1-72

B 26325

IDENTIF. REFERENCE

AUG 10 3 12 PM '71

FELIX E. ... REGISTER
DAVIDSON COUNTY, TENN.

AUG 10 71	CONV	95,000.00			
AUG 10 71	MORT'G	67,450.00			
AUG 10 71	ST'TAX		A*	247.00	
AUG 10 71	ST'TAX		A*	65.40	
AUG 10 71	REG'FEE		A*	.50	
AUG 10 71	W'DEED		A*	8.00	* 320.90