# Installment Deed

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| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO | MAP-PARCEL NUMBERS |
|---|---|---|
| Central Machine Products Inc (NAME) | Same (NAME) | Map 61-14 |
| 707 Ben Allen Road (STREET ADDRESS OR ROUTE NUMBER) | (STREET ADDRESS) | Par. 8 |
| Nashville Tenn. (CITY) (P. O. ZONE) (STATE) | (CITY) (ZONE) (STATE) | |

*FOR AND IN CONSIDERATION of the sum of* TWENTY THOUSAND AND NO/100 ($20,000.00) *Dollars,*

*of which* SEVEN THOUSAND AND NO/100 ($7,000.00) *Dollars, has been paid in cash,*

*the receipt of which is hereby acknowledged, and for the remainder* THIRTEEN THOUSAND AND NO/100 ($13,000.00) *Dollars,*

Central Machine Products, Inc.

*has executed*

an installment deed note in the principal amount of THIRTEEN THOUSAND AND NO/100 ($13,000.00) DOLLARS payable to the order of Thomas C. Thompson and wife, Ruth Dean Thompson and Frank T. Bellar and wife, Rebecca Anne Bellar, said note being payable in monthly installments of $120.50 each with the first payment being due and payable May 1, 1973 and thereafter on the same day of each succeeding month a like amount is due and payable until the entire amount, both principal and interest has been paid in full. Said note bears interest at the rate of 7½% per annum and interest is included in said payments.

*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,* Thomas C. Thompson and wife, Ruth Dean Thompson and Frank T. Bellar and wife, Rebecca Anne Bellar

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

Central Machine Products, Inc.

its successors *(successors), heirs and assigns,*

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

Land in Davidson County, Tennessee, being Lot No. 170 and the west 19 feet 6 inches of Lot No. 169 on the Map of Maplewood Heights Second Subdivision, as of record in Book 547, pages 103 and 104, Register's Office for said County.

Said Lot and part of lot adjoin and front together 69.8 feet on the north side of Ben Allen Road as now widened, and run back 327.6 feet on the west line, along the east margin of Hutson Street, and 320 feet more or less on the east line of part of Lot No. 169, to a dead line in the rear on which they measure 69.5 feet.

Being the same property, of which a one-half interest was conveyed to Thomas C. Thompson and wife, Ruth Dean Thompson, by deed from Willie D. Edens and wife, Lula Edens, of record in Book 4368, page 42, Register's

This Instrument Was Prepared By

Dewey W. Pedigo

Of The Law Firm Pedigo & Saindon

Stahlman Building: Nashville, Tennessee

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 20000.00

Affiant

Subscribed and sworn to before me, this the 27th day of July 1972

Notary Public

My commission expires: 5/10/76

(Affix Seal)

Office for Davidson County, Tennessee, and a one-half interest of said property was conveyed to Frank T. Bellar and Rebecca Anne Bellar by deed from Raymond Thompson and wife, Minnie May Thompson, of record in Book 4461, page 517, Register's Office for Davidson County, Tennessee.

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* Central Machine Products, Inc., its successors ~~(successors)~~, *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* Central Machine Products, Inc., its successors ~~(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* Central Machine Products, Inc. *hereinafter referred to as trustors, hereby transfer and convey unto* Dewey W. Pedigo, *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 $....., 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* 27th *day of* July, *19*72.

CENTRAL MACHINE PRODUCTS, INC.

BY: Central Machine Products Inc

by Jos A. Sprout President

Thomas C Thompson

Ruth Dean Thompson

Frank T. Bellar

Rebecca Anne Bellar

STATE OF TENNESSEE
COUNTY OF DAVIDSON

*Personally appeared before me,* Odell Barkley Jr. *a Notary Public in and for said County and State,* Thomas C. Thompson and wife, Ruth Dean Thompson and Frank T. Bellar and wife, Rebecca Anne Bellar

*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* 27th *day of* July, *19*72

Odell Barkley Jr. *Notary Public*

*Commission expires* 5/10/76

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STATE OF Tennessee
Davidson County

Before me, Odell Bartley Jr., a Notary Public within and for the State and County aforesaid, personally appeared Jon A. Sprat and ~~_____~~, with whom I am personally acquainted and who upon { his oath / ~~their several oaths~~ } acknowledged { himself / ~~themselves~~ } to be the President ~~_____~~ respectively of the Central Machine Products, Inc. the within named bargainor, a corporation, and that { he / ~~they~~ } as such President ~~and _____~~, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said Jon A. Sprat as such President ~~and attesting the same by the said _____ as such _____~~

WITNESS my hand and official seal at office at Hermitage Tenn. on this the 27th day of July, 1972

My commission expires 5/10/76

Odell Bartley Jr.
Notary Public

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

*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 _____*

**INSTALLMENT DEED**

FROM THOMAS C. THOMPSON, ET UX, ET AL

TO CENTRAL MACHINE PRODUCTS, INC.

| | | | | | |
|---|---|---|---|---|---|
| AUG-2 72 | CONV | 20,000.00 | | | |
| AUG-2 72 | MORT'G | 13,000.00 | | | |
| AUG-2 72 | S'TAX | | A* | 52.00 | |
| AUG-2 72 | S'TAX | | A* | 11.00 | |
| AUG-2 72 | PR'FEE | | A* | .50 | |
| AUG-2 72 | W'DEED | | A* | 8.00 | * 71.50 |

B 6 9 8 2 7

IDENTIF. REFERENCE

AUG 2 9 54 AM '72

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

PEDIGO & SAINDON