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Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Cecil T. Collins	Same	Map 60-8
(NAME) P. O. Box 60062	(NAME)	Parcels 74
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee	(STREET ADDRESS)	& 77
(CITY) (P. O. ZONE) 37206	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 ($125,000.00)---------- *Dollars,*

of which SEVENTEEN THOUSAND AND NO/100 ($17,000.00)---------- ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder ONE HUNDRED EIGHT THOUSAND AND NO/100 ($108,000.00)---------- *Dollars,*

Cecil T. Collins *has executed* an installment deed note in the principal amount of $108,000.00 payable to the order of James A. Mason and wife, Norma Jean Mason, in 120 monthly installments, the first 119 being in the amount of $900.00 each and the 120th installment being the entire principal and interest due and payable. Said note bears interest at the rate of 7% per annum and monthly payments include interest. First installment due and payable on the 1st day of September, 1972, and on same date of each succeeding month thereafter until entire amount, both principal and interest, has been paid in full.
It is agreed that the buyer will not convey all or part of this property without the written authorization of the holder of this note.

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,

we, James A. Mason and wife, Norma Jean Mason,

have this day bargained and sold, and do hereby transfer and convey unto the said Cecil T. Collins,

his ~~heirs~~ *heirs and assigns,*

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

Land in Davidson County, Tennessee, being Lot No. 3 and part of Mason Property for future development, as shown on the plan of Cavalier Apartments, of record in Plan Book 3842, page 138, Register's Office of said County as follows:

Beginning at a point on the northerly margin of a 5-foot street dedication for Ewing Lane, said point being the southeasterly corner of Linden Grove Subdivision, as of record in Book 1835, page 89, Register's Office for Davidson County, Tennessee; thence along the easterly line of said Subdivision north 7° 59' east 191.48 feet to a point; thence in a westerly direction 5.83 feet to a point; thence along the easterly line of Lot No. 1 of the Cavalier Apartments Plan, north 2° 31' east 86.29 feet to a point, said point being the southwest corner of Lot No. 6 on the Plan of Oak Park Commercial Development, Section 5, of record in Plan Book 4350,

(Continued)

This Instrument Was Prepared By
James 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 the transfer is $ 125,000.00

Subscribed and sworn to before me, this the 24th day of August 1972

Affiant

My commission expires: Jan 24 1976

(Affix Seal)

Notary Public

page 61, Register's Office for said County; thence along the southerly margin of said Lot No. 6, south 87° 29' east 100.38 feet to a point, the southwesterly corner of Lot No. 2 on the said plan of Cavalier Apartments; thence south 87° 29' east 120 feet with the southerly line of said Lot No. 2 last mentioned to a point, the northwesterly corner of Lot No. 3 of the said Plan of Cavalier Apartments; thence with the northerly line of said Lot No. 3 south 87° 29' east 130 feet to the westerly margin of a 15-foot dedication for the widening of Dickerson Pike; thence with the margin of said dedication for Dickerson Pike south 2° 31' west 143.67 feet to a point; thence north 83° 59' west 183.49 feet to a point; thence north 81° 57' west 80 feet to a point; thence south 7° 59' west 162.70 feet to a point in the northerly margin of a 5-foot street dedication for Ewing Lane; thence along said margin north 81° 57' west 84.32 feet to the point of beginning.

Being part of the property conveyed to James A. Mason and wife, Norma Jean Mason, of record in Book 3761, page 399, Register's Office for Davidson County, Tennessee.

This property is conveyed subject to the following:

1. Liability is excepted by reason of the terms and provisions of that certain lease between James A. Mason and wife, and Kleen-A-Matic, Incorporated, demising part of the subject premises by lease of record in Book 3913, page 361, Register's Office for Davidson County, Tennessee.

2. Easement for the flow of a creek.

3. Easement for an 8" sewer line and a water line, and conditions of owner's certificate, as shown on the plan of record in Book 3842, page 138, Register's Office for Davidson County, Tennessee.

AUG29'72	CONV	90,000.00		
AUG29'72	CONV	35,000.00		
AUG29'72	MORT'G	90,000.00		
AUG29'72	MORT'G	18,000.00		
AUG29'72	S'TAX		A*	325.00
AUG29'72	S'TAX		A*	106.00
AUG29'72	PR'FEE		A*	.50
AUG29'72	RCDFEE		A*	6.00 * 437.50

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 Cecil T. Collins, his ~~(successors)~~ *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.*

Trustor agrees to keep Lonnie's Donut Shop building insured for $20,000.00 and Ralph Cleaners building insured for $35,000.00 in some reliable fire insurance company or companies 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.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Cecil T. Collins, his ~~(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 Cecil T. Collins, *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 not less than the insurable value thereof until the indebtedness hereby 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 29th day of August, 19 72

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IDENTIF. REFERENCE

AUG 29 2 46 PM '72
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

James A. Mason

Norma Jean Mason

Cecil T. Collins

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Dan A. Jordan *a Notary Public in and for said County and State,* James A. Mason and wife, Norma Jean Mason, and Cecil T. Collins, *the within named bargainor S with whom I am personally acquainted, and who acknowledged that* they *exccuted the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville *Tennessee, this* 29th *day of* August, 19 72

Dan A. Jordan
Notary Public

Commission expires January 24, 1976