INSTALLMENT DEED

For and in Consideration of the sum of Eight Thousand ($8,000.00) Dollars

---------- Dollars,

of which Five Hundred ($500.00) ---------- Dollars,

has been paid in cash by L. T. ALEXANDER, JR. AND WIFE, CLARA ~~WINN~~ Pryor ALEXANDER

the receipt of which is hereby acknowledged, and for the remainder Seven Thousand

Five Hundred ($7,500.00) ---------- Dollars,

the said L. T. ALEXANDER, JR. AND WIFE, CLARA ~~WINN~~ Pryor ALEXANDER have

executed one promissory note of even date herewith payable to the order of Cato Bass Jr., and wife, Margaret C. Bass in monthly installments as follows: On the 15th day of October, 1972, the sum of $83.27 and thereafter an equal amount on the 15th day of each succeeding month. Said payments to be applied first to payment of interest at the rate of six (6%) percent per annum, on the principal sum or so much as shall from time to time remain unpaid, and the balance to be applied to the payment of the principal sum, until the entire amount, both principal and interest has been paid in full.

all of said notes bearing six per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained

on the land herein conveyed, we, CATO BASS, JR., and wife, MARGARET C. BASS

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

L. T. ALEXANDER, JR. AND WIFE, CLARA ~~WINN~~ Pryor ALEXANDER / THEIR heirs and assigns,

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

LAND in the Sixth Civil District of Davidson County, Tennessee, being part of Lot No. 2 on the Plan of the partition of the lands of Pierce Waller, deceased, as of record in Book 56, page 453, Register's Office for said County and on May 1, 1967 surveyed by Gary Cummings, Surveyor, together with 3.6 acres purchased from Lester L. Williams and wife, Lillian I. Williams and Minnie L. Williams by Irma Waller Alexander, a widow, by deed of record in Book 4132, Page 96, Register's Office for Davidson County, Tennessee, and all of said land being divided into 15 tracts more fully described as follows:

BEGINNING at an iron pin in the northerly margin of Old Smyrna Road and said beginning being 1332 feet from its intersection with the westerly margin of Edmondson Pike as measured in the northerly margin of Old Smyrna Road; thence North 6° East 811.0 feet to an iron pin; thence South 85° East 172.0 feet to an iron pin; thence South 6° west 811.0 feet to an iron pin in the northerly margin of Old Smyrna Road; thence with the northerly margin of Old Smyrna Road in a westerly direction 175.0 feet to the point of beginning, containing 3.2 acres more or less.

BEING property conveyed to Cato Bass Jr., and wife, Margaret C. Bass by deed from Irma Waller Alexander of record in Book 4148, Page 224, Register's Office for Davidson County, Tennessee.

This is unimproved (X) improved ( ) property, know as ____ Old Smyra Road ____
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said L. T. ALEXANDER, JR. AND WIFE, CLARA ~~WINN~~ Pryor ALEXANDER / 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 and our heirs and representatives, to warrant and forever defend the title to said real estate to said L. T. ALEXANDER, JR. AND WIFE, CLARA ~~WINN~~ Pryor ALEXANDER / 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 in hand paid, we, the said L. T. ALEXANDER, JR. AND WIFE, CLARA ~~WINN~~ Pryor ALEXANDER

do hereby transfer and convey unto CAESAR E. URRUTIA, 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 L. T. Alexander, Jr. And Wife, Clara ~~Winn~~ Pryor Alexander 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 $ ins/value 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 interst 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 L. T. ALEXANDER, JR. and wife, Clara ~~Winn~~ Pryor Alexander 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 trust 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 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 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 Grantee's herein 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 Caesar E. Urrutia, Trustee, shall be vested in said successor.

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 Cato Bass, Jr., and wife, Margaret C. Bass and L. T. Alexander, Jr., and wife, Clara ~~Winn~~ Pryor Alexander hereunto set our hands at Nashville, Tennessee, this the 31st day of October 19 72

Cato Bass, Jr.

Margaret C. Bass

L. T. Alexander Jr.

Clara Pryor Alexander

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Caesar E. Urrutia, a Notary Public in and for said County and State, the within named Cato Bass, Jr., and wife, Margaret C. Bass and L. R. Alexander, Jr., and wife, Clara ~~Winn~~ Pryor Alexander

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, this 31st day of October, 1972

Commission Expires May 10, 1976 Caesar E. Urrutia, Notary Public.

CAESAR E. URRUTIA NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF _____
County.

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the bargainor ____, with whom I am personally acquainted, and who acknowledged that _____ executed the within instrument for the purposes therein contained.

Witness my hand and official seal at _____ this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 4652 PAGE 243

Before me, ... , a Notary Public of the State and

County aforesaid, personally appeared .....,

with whom I 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 .....

(over for additional acknowledgements)

NOV-3'72	CONV	*8,000.00			
NOV-3'72	MORT'G	*7,500.00			
NOV-3'72	S'TAX		A*	20.80	
NOV-3'72	S'TAX		A*	5.50	
NOV-3'72	PR'FEE		A*	.50	
NOV-3'72	W'DEED		A*	8.00	* 34.80

FE

BY

INSTALLMENT DEED

FROM

CATO BASS AND WIFE,

TO

MARGARET C. BASS

L. T. ALEXANDER, JR. AND WI
Prior
~~CLARA WINN~~ ALEXANDER

Attorneys Title Company
Titles Guaranteed

B 8 2 6 8 4

IDENTIF. REFERENCE

NASHVILLE, TENN.
Nov 3 9 21 AM '72
FELIX Z. WILSON II, REGISTER
DAVIDSON COUNTY, TENN.

THIS INSTRUMENT WAS PREPARED BY

CAESAR E. URRUTIA, ATTORNEY
1623 PARKWAY TOWERS
NASHVILLE, TENNESSEE 37219
TELEPHONE: 254-1857

VOLLEY ED., NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
L. T. ALEXANDER, JR. (NAME)	Same (NAME)	6D52106
Edmondson Pike (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	M-172
Nashville, Tennessee (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	P. 105

THIS INSTRUMENT WAS PREPARED BY

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 8,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 3rd DAY OF November 1972

Notary Public

~~MY COMMISSION EXPIRES:~~ Dec. Regular

~~(AFFIX SEAL)~~