BOOK 4662 PAGE 468

This Form furnished by Attorneys Title Company, Inc.

**INSTALLMENT DEED** Form No. WD-4

**FROM**

Frances Phillips Barksdale

*Please Mail Back To*
JOHN C. DOAK
2525 Lebanon Road
Nashville, Tenn. 37214

**TO**

Burke Wrecks Another One, Inc.

For draftsman's use

Prepared By John G. Doak, Attorney
2525 Lebanon Road
Nashville, TN 37214

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Burke Wrecks Another One Inc (NAME) | Same (NAME) | |
| 1705 Lebanon Road (STREET ADDRESS OR ROUTE NUMBER) | (STREET ADDRESS) | 94 |
| Nashville, TN 37214 (CITY) (STATE) (P. O. ZIP) | (CITY) (STATE) (ZIP) | 90 Part |

(FOR REGISTER'S USE)

B 8 6 8 9 4

IDENTIF. REFERENCE

DEC 7 9 39 AM '72

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 35,000.00 John G. Doak Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 28 DAY OF November 1972.

John G. Doak
Notary Public

MY COMMISSION EXPIRES: 28 July 1975

(AFFIX SEAL)

**FOR AND IN CONSIDERATION OF** the sum of THIRTY-FIVE THOUSAND and NO/100's ($35,000.00) **DOLLARS**

of which $ _____ has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed an installment deed note of even date payable to the order of Frances Phillips Barksdale in the principal amount of $24,850.00 plus interest at the rate of 7 1/2% per annum, payable in 5 consequtive, equal annual installments.

| | | | | | |
|---|---|---|---|---|---|
| DEC-7 | CONV | 35,000.00 | | | |
| DEC-7 | MORT'G | 24,850.00 | | | |
| DEC-7 | S'TAX | | A* | 91.00 | |
| DEC-7 | S'TAX | | A* | 22.80 | |
| DEC-7 | PR'FEE | | A* | .50 | |
| DEC-7 | W'DEED | | A* | 4.00 | * 118.30 |

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a Lien is expressly retained on the land herein conveyed,

Frances Phillips Barksdale

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Burke Wrecks Another One, Inc.

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND in the 3rd Civil District of Davidson County, Tennessee, being described according to a survey by Don Shanklin, Engineering, November 20, 1972, as follows:

BEGINNING at a point on the southerly margin of Lebanon Road said point being the North East corner of the Charlotte Dortch property as of record in Book 3883, page 793, Register's Office for Davidson County, Tennessee, thence along the southerly margin of Lebanon Road South 63° 01' East 25.48 feet to a point; thence along said margin of Lebanon Road, along a curve to the left with a radius of 608.024 a distance of 89.16 feet; thence continuing with said margin South 0° 47' West 10.49 feet thence continuing with said margin of curve which has a radius of 608.024 40 feet to a point; thence continuing with margin South 14° 35' West 25.0 feet to a point, thence along southerly margin of said curve to the left with a radius of 643.024 feet a distance of 209.57 feet to a point, said point being the northwesterly corner of the Guy McFarland and E. C. Tiesler property as of record in Book 3761, page 587, thence along Guy McFarland and E. C. Tiesler west margin South 2° 55' West 30.50 feet to a point, thence South 85° 13' West 34.0 feet to a fence post, thence with said fence South 1° 43' West 706.50 feet to a post, thence North 83° 55' West 308.81 feet to a post in the easterly margin of the Charlotte Dortch property, thence along said margin North 0° 47' East 818.76 feet, the point of beginning and containing 5.367 acres, more or less.

BEING part of the property conveyed to John Barksdale and wife, Frances Phillips Barksdale, by deed from Frances B. phillips, of record in Book 2149, page 36, Register's Office for Davidson County, Tennessee, the said John Barksdale having since died.

This is unimproved ( ) improved ( ) property, known as 1705 (House Number) Lebanon Road (Street) Nashville, Tennessee (P. O. Address: City or Town) 37214 (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 grantees herein do hereby transfer and convey unto John G. Doak, Trustee 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 grantees 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 $full insurable 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 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 28 day of November 19 72.

BURKE WRECKS ANOTHER ONE, INC.

Frances Phillips Barksdale

By: Jim C. Burke Pres.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Frances Phillips Barksdale

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

Witness my hand and official seal at Nashville Tennessee, this 28th day of November, 19 72

Helen L. Sandsdale Notary Public

Commission expires 11 August 1975

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Jim C. Burke with whom I am personally acquainted, and who, upon oath, acknowledged himself to be President of the Burke Wrecks Another One, Inc. the within named bargainor, a corporation, and that he as such 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 President

Witness my hand and seal, at office in Nashville, this 28th day of November 19 72.

Helen L. Sandsdale Notary Public

Commission expires 11 August 1975

HELEN L. SANDSDALE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

MAIL TO: RECORDED IN DAVIDSON COUNTY, TENN. JOHN G. DOAK 2525 Lebanon Rd. Nashville, Tenn.