Installment Deed

BOOK 4662 PAGE 481

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Management Investment Associates (NAME)	Management Investment Associates (NAME)	
12th Fl. 3rd Nat'l Bank (STREET ADDRESS OR ROUTE NUMBER)	12th Fl. 3rd Nat'l Bank (STREET ADDRESS)	106-14
Nashville, Tenn. 37219 (CITY) (P. O. ZONE) (STATE)	Nashville, Tenn. 37219 (CITY) (ZONE) (STATE)	119 Part

FOR AND IN CONSIDERATION of the sum of Two Hundred Twenty-Five Thousand and 00/100th ($225,000.00) ---------- *Dollars,*
of which Sixty-Five Thousand Two Hundred Fifty and 00/100th ($65,250.00) ---------- *Dollars, has been paid in cash,*
the receipt of which is hereby acknowledged, and for the remainder One Hundred Fifty-Nine Thousand Seven Hundred Fifty and 00/100th ($159,750.00) ---------- *Dollars,*
MANAGEMENT INVESTMENT ASSOCIATES, a general partnership composed of JOE M. RODGERS, A.C. MIFFLIN, III, and J. L. CARGILE *have executed* their joint and several negotiable promissory note in the principal amount of $159,750.00, payable in four annual installments as follows, on the sixth day of December, 1973 the principal sum of Thirty-Nine Thousand Nine Hundred Thirty-Seven and 50/100th ($39,937.50) Dollars, plus interest, and thereafter three principal payments one due and payable respectively on the same day and month of each successive year thereafter, plus interest at seven and one-half per cent (7-1/2%) payable with each principal installment on the unpaid principal balance as the same may be from time to time, the next two of said principal installments being in the same amount of $39,937.50, plus interest and the fourth and last installment to be in the amount of the then remaining principal sum and interest.

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, LOUISE PATTERSON YOUNG and WILMA PATTERSON TUCKER

have this day bargained and sold, and do hereby transfer and convey unto the said MANAGEMENT INVESTMENT ASSOCIATES, a general partnership composed of JOE M. RODGERS, A. C. MIFFLIN, III and J. L. CARGILE, its *(successors), heirs and assigns,*
certain real estate in Davidson County, Tennessee, as follows: Land in Davidson County, Tennessee, being Lots Nos. 1, 2, 3, 4 and 5, of Section "B" on the map showing Subdivision of part of the John Thoni lands, asof record in Book 547, page 198, Register's Office for said County, described together as follows:

Beginning at the southeast corner of Foster and Lyle Avenues; thence with the easterly margin of Foster Avenue, south 3-1/2° west 504 feet to the northerly margin of the right-of-way of the N.C. & St. L. R.R.; thence with said right-of-way southeastwardly 1021.1 feet to the corner of Lots Nos. 5 and 6; thence with the line between said two lots, north 14° 30' east 901 feet to the southerly margin of Lyle Avenue; thence with said Avenue, westwardly 1074 feet to the beginning, containing 16.08 acres, more or less. Included in the above description, but excluded therefrom is the following tracts of land; one containing 350 square feet, more or less, is vested in Davidson County, by decree, a certified copy of which is of record in Book 2902, Page 381, and the other containing 0.04 acres, more or less, conveyed to Metropolitan Government of Nashville & Davidson County, Tennessee, of record in Book 4009, Page 798, Register's Office for Davidson County, Tennessee. Being part of the property conveyed to Louise Patterson Young and Wilma Patterson Tucker by deed from E. M. Patterson, Sr., and wife, of record in Book 1306, Page 84, Register's Office for Davidson County, Tennessee. This instrument is subject to easements to the Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Book 4260, Page 652, said Register's Office.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $225,000.00

Subscribed and sworn to before me, this the 6th day of December 1973

Wilma Patterson Tucker
Affiant

My commission expires: My Commission Expires May 4, 1975 (Affix Seal)

Raymond H. Darrow
Notary Public

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 MANAGEMENT INVESTMENT ASSOCIATES, its *(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,* except as aforesaid.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* MANAGEMENT INVESTMENT ASSOCIATES, its *(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 MANAGEMENT INVESTMENT ASSOCIATES a partnership and JOE M. RODGERS, A. C. MIFFLIN, III and J. L. CARGILE, PARTNERS
hereinafter referred to as trustors, hereby transfer and convey unto DAVID C. RUTHERFORD, *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.

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 Registers 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.

Witness our hand S this 6 day of December, *19* 72, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Louise Patterson Young
LOUISE PATTERSON YOUNG

Wilma Patterson Tucker
WILMA PATTERSON TUCKER

MANAGEMENT INVESTMENT ASSOCIATES, PARTNERSHIP

BY Joe M. Rodgers, PARTNER
JOE M. RODGERS

BY A. C. Mifflin III, PARTNER
A. C. MIFFLIN, III

BY J. L. Cargile, PARTNER
J. L. CARGILE

STATE OF TENNESSEE
COUNTY OF DAVIDSON

[redacted] CONV * $225,000.00 [redacted]

DEC-7[illegible] MORT'G * $159,950.00

STATE OF TENNESSEE S'TAX A* 585.00

COUNTY OF DAVIDSON S'TAX A* 157.70

DEC-7[illegible] PR FEE A* .50

[illegible] A* 4.00 * 747.20

Before me, the undersigned, a Notary Public within and for said County and State, personally appeared Joe M. Rodgers, A. C. Mifflin, III and J. L. Cargile, with whom I am personally acquainted, and who, upon their several oaths acknowledged themselves to be Partners and to be all the partners doing business as and in the name of Management Investment Associates, a partnership, the within named bargainor; and that they as such Partners, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by subscribing the name of the Partnership by themselves as such Partners, and they further acknowledged that they executed said instrument as their free act and deed and as the free act and deed of Management Investment Associates, Partnership.

Witness my hand and Notarial Seal at office at Nashville, Tennessee, this the 7th day of December, 1972.

Elizabeth Lohr
NOTARY PUBLIC

My commission expires: 8-3-75

PLEASE RETURN TO
CHICAGO TITLE INS. CO
AMERICAN TRUST BLDG.
NASHVILLE, TENN. 37201

INSTALLMENT DEED

FROM
LOUISE PATTERSON YOUNG and
WILMA PATTERSON TUCKER

TO
MANAGEMENT INVESTMENT ASSOCT.
A PARTNERSHIP

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Nettie Sue Lohr, a Notary Public in and for said County and State, Louise Patterson Young and Wilma Patterson Tucker, the within named bargainors, 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 7th day of December, 1972.

NOTARY PUBLIC

My Commission Expires: [redacted]