Installment Deed

BOOK 4670 PAGE 691

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Woodbine Auto Parts Inc (NAME)	Fidelity Federal Savings & Loan (NAME)	
3613 Nolensville Rd (STREET ADDRESS OR ROUTE NUMBER)	4th & Union St. (STREET ADDRESS)	161-4
Nashville 37211 Tenn. (CITY) (P. O. ZONE) (STATE)	Nashville Tenn. (CITY) (ZONE) (STATE)	64 Pd

FOR AND IN CONSIDERATION of the sum of Fifty Thousand and No/100 ($50,000.00) Dollars, of which Thirty-Six Thousand and No/100 ($36,000.00) *Dollars,* ~~of which~~ is paid in cash and the assumption to pay a deed of trust as of record in Book 4480 page 240, Register's Office for ~~Dollars, has been paid in cash~~ Davidson County, Tennessee ~~receipt of which is hereby acknowledged~~, *and for the remainder* ----------Fourteen Thousand and No/100 ($14,000.00)---------- *Dollars,*

Woodbine Auto Parts Co., Inc. *has executed* an installment deed note in the principal amount of $14,000.00 payable to the order of William M. Johnson and wife, Jane M. Johnson, in 120 monthly payments of $169.86 each, with the first payment due on or before February 15, 1973, and on or before the same date of each succeeding month thereafter until the entire amount, both principal and interest, has been paid in full. Said note bears interest at the rate of 8% per annum and monthly installments include interest.

This Instrument Was Prepared By
Phillip Saindon (emp)
Of The Law Firm Pedigo & Saindon
Stahlman Building: Nashville, Tennessee

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,

William M. Johnson and wife, Jane M. Johnson,

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

Woodbine Auto Parts Co., Inc.,

their *(successors), ~~and~~ and assigns,*

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

Land in the Fifth Civil District of Davidson County, Tennessee, described according to a survey made by E. L. Miller, Jr. & Company, February 1, 1961, as follows:

Beginning on the easterly margin of Nolensville Road at the northwest corner of the property conveyed to Irwin Perry and wife, by deed from Lottie H. Logan Mathison of record in Book 2343, page 583, Register's Office for said County; thence with said Perry's northern boundary line south 84° 30' east 273.4 feet to a point in the southwest corner of the property conveyed to Hermitage Homes, Inc. by deed from Mike Nichols and wife of record in Book 2748, page 217, and by deed of correction of record in Book 3180, page 383, said Register's Office; also being a point in the western boundary line of Goodrick Heights Subdivision of record in Book 2663, page 60, said Register's Office; thence with western boundary lines of Lots Nos. 49 and 50 on said plan north 7° 41'west 197.8 feet to a point in the Tusculum Presbyterian Church Property; thence with the southern boundary line of same south 76° 00' east 272.4 feet to the easterly margin of Nolensville Road; thence with the same south 9° 34' east 105.8 feet to the beginning, containing 0.9 acres, more or less.

(Continued)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 50,000.00

Subscribed and sworn to before me, this the 3 day of Jan 19 73

Affiant

My commission expires: Jan. 24 1976

(Affix Seal)

Notary Public

Being the same property conveyed to William M. Johnson and wife, Jane M. Johnson, by Loretta W. Johnson of record in Book 4475, page 434, Register's Office for Davidson County, Tennessee.

JAN-9[illegible]	CONV	50,000.00				
JAN-9[illegible]	MORT'G	14,000.00				
JAN-9[illegible]	S'TAX		A*	130.00		
JAN-9[illegible]	S'TAX		A*	12.00		
JAN-9[illegible]	PR'FEE		A*	.50		
JAN-9[illegible]	W'DEED		A*	8.00	*	150.50

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 Woodbine Auto Parts Co., Inc., its successors ~~(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 noted above.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Woodbine Auto Parts Co., 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 Woodbine Auto Parts Co., Inc., *hereinafter referred to as trustors, hereby transfer and convey unto* Phillip Saindon, *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.

BOOK 4670 PAGE 693

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 5th *day of* January, *19* 73.

William M. Johnson

Jane M. Johnson

William L. Tucker Pres.

Thomas Stetson Secretary

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Geo. M. Johnson, *a Notary Public in and for said County and State,* William M. Johnson and wife, Jane M. Johnson,

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 5th *day of* January, *19* 73

Geo. M. Johnson
Notary Public
at large

Commission expires Jan. 4th 1975

STATE OF TENNESSEE }
DAVIDSON County }

BOOK 4670 PAGE 694

Before me, Geo. M. Johnson, a Notary Public within and for the State and County aforesaid, personally appeared William L. Tucker and W. Turner Hutchison, with whom I am personally acquainted and who upon {his oath / their several oaths} acknowledged {himself / themselves} to be the President and Secretary-Treas. respectively of the Woodbine Auto Parts Co., Inc. the within named bargainor, a corporation, and that {he / they} as such President and Secretary-Treasurer, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said William L. Tucker as such President and attesting the same by the said W. Turner Hutchison as such Secretary-Treasurer.

WITNESS my hand and official seal at office at Nashville, Tennessee, on this the 5th day of January, 1973

My commission expires Feb. 4th 1975

Geo. M. Johnson
Notary Public at Large

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

WILLIAM M. JOHNSON, ET UX

TO

WOODBINE AUTO PARTS CO., INC.

B 90451

IDENTIF. REFERENCE

JAN 9 1 24 PM '73

PETE ZANES REGISTER
DAVIDSON COUNTY, TENN.

CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

PEDIGO & SAINDON