Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO: BOOK 4674 PAGE 11	MAP PARCEL NUMBERS
Dale Properties (NAME:)	Same (NAME:)	
811 Palmer Place (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Map 93-6-2
Nashville, Tennessee (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	Par. 83

FOR AND IN CONSIDERATION of the sum of Sixty-six Thousand and no/100---------

($66,000.00)---------*Dollars,*

of which None

Dollars, has been paid in cash,

the receipt of which is hereby acknowledged, and for the remainder Sixty-six Thousand and no/100

($66,000.00)---------*Dollars,*

Dale Properties, a Limited Partnership, with Perry Dale, Jr. and J. Grandstaff Dale as General Partners *has executed*

its installment deed note in the amount of $66,000.00 payable in five equal annual installments of $13,200.00 each plus interest at 5% per annum payable on or before Novemberl, 1973, Novemberl, 1974, Novemberl, 1975, November 1, 1976 and Novemberl, 1977.

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, Perry Dale, Sr. and wife, Alberta G. Dale

have this day bargained and sold, and do hereby transfer and convey unto the said Dale Properties, a Limited Partnership with Perry Dale, Jr. and J. Grandstaff Dale as General Partners its *(successors), heirs and assigns,*

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

TRACT No. 1: Being part of Lot No.15 on the Plan of the Original Town of Nashville, not of record, described as follows:
BEGINNING on the easterly margin of 2nd Avenue North, formerly Market Street, as widened, in the center of the partition wall separating houses Nos. 112 and 114 at a point 156 feet 2 inches north of the northerly margin of Broadway, said point being the northwest corner of the property conveyed to Perry Dale and Will T. Jones, doing business as Dale Brokerage Company, by deed from Laura Lea Robertson, of record in Book 1085, page 643, Register's Office for said County; thence with the center of said partition wall and along the northerly line of said Brokerage Company's property, eastwardly 213 feet more or less, to the westerly margin of First Avenue North; thence with said Avenue, northwardly 26 feet 2 inches, more or less, to the southeast corner of a part of said lot No. 15 conveyed to First & Fourth Bank and Trust Company, Trustee, by deed from Rachel A. Craighead, of record in Book 615, page 226, said Register's Office; thence with their southerly line, westwardly 213 feet, more or less to the easterly margin of 2nd Avenue North, as widened; thence with said Avenue, southwardly 26 feet 2 inches, more or less, to the beginning.
BEING the same property conveyed to Dale Brokerage Co., a partnership composed of Perry Dale and Will T. Jones of record in Book 1718, page 635 Register's Office for said County and being the same property conveyed to Perry

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 66,000.00

Affiant

Subscribed and sworn to before me, this the 12 day of November, 72

Notary Public

My commission expires 2-3-73

(Affix Seal)

Dale by deed from Will T. Jones, conveying his one-half undivided interest in said property, of record in Book 1783, page 197 Register's Office for said County.

TRACT NO. 2. A tract of land in the 2nd, formerly the 5th, Civil District of Davidson County, Tennessee, described as follows:

Beginning in the center of the Murfreesboro Pike at John K. Lane's southwest corner and running thence with the center of said pike, south 32-3/4 ° east 77.52 poles, more or less, to the northwest corner of the 5 acre tract conveyed to J. W. Oliphant by G. W. Petway of record in Book 101, page 620, Register's Office for said County; thence with Oliphant's northerly line, north 69-34° east 30 poles to the westerly line of a tract of land formerly owned by Mrs. Tynes; thence with said line, north 21.24 poles to a stake, said Tyne's northwest corner; thence east 81.89 poles to a stake in the south line of the old Vanleer tract of land, the northeast corner of the dower tract; thence south 23 poles to a stake in the center of an avenue; thence east 61.11 poles to a stake; thence south with the line of the Dower tract 70.14 poles to a stake in the north line of the old Aldrich tract, a corner of the Dower woodland; thence east with the north line of the old Aldrich tract 91 poles to a stake and hickory pointer in the line of the Huggins land; thence north with said line and Ira Burnett's west line 192.14 poles to the said Burnett's northwest corner; thence west 28.83 poles to a stake; thence north 88-1/2° west 150.8 poles to the southeast corner of the 5-1/2 acre tract of land conveyed by W. D. Cartwright and J. K. Lane to L. B. Myrick by deed of record in Book 81, page 110, said Register's office; thence with the south line of said 5-1/2 acre tract west 20 poles to a stake, the southwest corner of said tract in the east line of another tract of land owned by said Myrick; thence south 1-1/2 poles to a stake, said Myrick's southeast corner; thence west with his southerly line 34.34 poles to J. K. Lane's northeast corner; thence with Lane's easterly line southwardly 68.78 poles to a stake, said Lane's southeast corner; thence with said Lane's southerly line, westwardly 69.2 poles more or less to the beginning, containing 228 acres, more or less, but subject to all legal highways.

BEING part of the same property conveyed to Perry Dale, and wife, Alberta G. Dale by deed from J. E. Hill and wife, of record in Book 1404, page 25 Register's Office for said County.

INCLUDED in said description but expressly excluded therefrom is land previously conveyed to Nashboro Village Company, a partnership by Perry Dale and wife, Alberta G. Dale by deeds of record in Book 4619, page 363 and Book 4619, page 367 Register's Office for said County.

the said Dale Properties ..... 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 for 1972 taxes which grantees assume.

We ..... *further covenant and bind* ourselves, our ..... *heirs and representatives, to warrant and forever defend the title to said real estate to said* Dale Properties ..... *(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 Dale Properties ..... *hereinafter referred to as trustors, hereby transfer and convey unto* J. M. Grissim ....., *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 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 1st *day of* November, *19* 72

Perry Dale Sr.

Alberta G. Dale

Dale Properties

by Perry Dale, Jr. Partner

by J. Grandstaff Dale Jr. Partner

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Virginia Phillips, *a Notary Public in and for said County and State,* Perry Dale, Sr. and wife, Alberta G. Dale and Perry Dale, Jr. and J. Grandstaff Dale, General Partners in a Limited Partnership known as Dale Properties *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* 1st *day of* November, *19* 72

Virginia Phillips *Notary Public*

Commission expires [illegible]

NOTARY PUBLIC DAVIDSON COUNTY

STATE OF.....
COUNTY OF.....

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Personally appeared before me, ..., a Notary Public in and for said County and State, ...

.....

the within named 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 }

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.....

JAN23'73	CONV	66,000.00			
JAN23'73	MORT'G	66,000.00			
JAN23'73	S'TAX		A*	171.60	
JAN23'73	S'TAX		A*	64.00	
JAN23'73	PR'FEE		A*	.50	
JAN23'73	W'DEED		A*	8.00	* 244.10

INSTALLMENT DEED

FROM Perry Dale, Sr. et ux

TO Dale Properties, a Limited Partnership

B 9 2 0 5 3

IDENTIF. REFERENCE

JAN 23 10 22 AM '73

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

GUARANTY TITLE

Office of

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