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Map 169
Par. 14

INSTALLMENT DEED

For and in Consideration of the sum of ---NINETY FIVE THOUSAND---------- ----------($95,000.00)---------- Dollars, of which ----TEN THOUSAND-----($10,000.00)---------- Dollars, has been paid in cash by Charles M. McCabe to E. C. Maynard and wife, Stella M. Maynard the receipt of which is hereby acknowledged, and for the remainder ---EIGHTY FIVE THOUSAND-------($85,000.00)---------- Dollars, the said Charles M. McCabe has this day executed his installment deed note, said note being in the principal amount of $105,000.00 which note is evidence of the balance owing on the property herein conveyed and other indebtedness for certain personal property bought in conjunction with this land, consisting of fixtures, appliances and furniture etc.;the conveyance of which personal property is evidenced by a separate instrument of even date herewith which further secures the payment of said note; said note being payable as follows:three annual payments of $5,000.00 per year, payable one, two and three years from date hereof; or grantee may elect to make one payment of $15,000.00 one year from date hereof with 7% interest on said sum; and monthly payments of $808.96 including principal and interest at the rate of 7 % per annum beginning 30 days from date hereof and on the same day of each successive month thereafter until the note is paid in full

all of said notes bearing ~~six~~ seven 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, E. C. Maynard and wife, Stella M. Maynard

have this day bargained and sold, and do hereby transfer and convey unto the said Charles M. McCabe, his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: Land in the 9th, formerly 14th Civil District of Davidson County,being Lot No. 8 and part of Lot No.6 on the map showing the subdivision of the J.C.Satterfield farm, as of record in Book 421, page 135, Register's Office for Davidson County,and described as follows:

BEGINNING at a point in the center line of State Highway No. 100, the southeast corner of a 4 acre tract of land conveyed to G. B. Hestle by deed of record in Book 971, page 286, said Register's Office;thence with the center line of said highway North 75½° east 321 feet to a point, the common corner of Lots 7 and 8; thence with the dividing line between said two lots north 10-1/2° west 371 feet to a point, the common corner of said 2 lots; thence north 77-3/4° east 1.41 poles to a point in the north line of Lot No. 7; thence north 7° east 283.75 feet to a point, the southeast corner of a 13.6 acre tract conveyed to O. W. Kempkau by deed of record in Book 1077, page 379, Davidson County Register's Office; thence with Kempkau's south line north 83-1/4° west 253.65 feet to a point, Hestle's northeast corner; thence with Hestle's easterly line south 3-1/2° W.765.6 feet to the point of beginning, containing 4.55 acres, more or less.

BEING the same real property conveyed to E. C. Maynard and wife, Stella M. Maynard, by deed from Lon Loveless and wife, Annie Loveless, of record in Book 2928, page 602, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, know as Loveless Motel & Restaurant, Highway 100
(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 Charles M. McCabe, his 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 said Charles M. McCabe, his 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 me in hand paid, I, the said Charles M. McCabe

do hereby transfer and convey unto Robert P. Maynard, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

I, the said Charles M. McCabe 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 $ 75,000.00 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.

I 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 I 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 I, the said Charles M. McCabe 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 I 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; I 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. I 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. I 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 Charles M. McCabe, his 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 Robert P. Maynard, 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 E. C. Maynard and wife, Stella M. Maynard and Charles M. McCabe hereunto set our hands at Nashville, Tennessee, this the 21st day of May 1973

Charles M. McCabe

Stella M. Maynard

E C Maynard

STATE OF TENNESSEE
Davidson County

Personally appeared before me, [signature], a Notary Public in and for said County and State, the within named E. C. Maynard, Stella M. Maynard and Charles M. McCabe

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 21st day of May, 1973

[signature], Notary Public.

Commission Expires Nov. 19, 1975

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 }

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Before me, ...

County aforesaid, personally appeared ....., a Notary Public of the State and 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.....

Commission expires ....., Notary Public.

(over for additional acknowledgements)

MAY21	CONV	95,000.00			
MAY21	MORT'G	85,000.00			
MAY21	S'TAX		A*	247.00	
MAY21	S'TAX		A*	83.00	
MAY21	PR'FEE		A*	.50	
MAY21	W'DEED		A*	8.00	* 338.50

INSTALLMENT DEED

FROM

TO

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

C 07477

IDENTIF. REFERENCE

MAY 21 4 05 PM '73

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

FOREST CO., NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mr. Chas. M. McCabe (NAME)	Same as New Owner (NAME)	Map 169
c/o Loveless Motel Highway 100 (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par. 14
Nashville Tenn (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	M

THIS INSTRUMENT WAS PREPARED BY

H. H. Chitwood
Attorney at Law
934 Stahlman Bldg.
Nashville, Tenn. 37201

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 95,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 21st DAY OF May 1973

Notary Public

MY COMMISSION EXPIRES: June 19, 1975

(AFFIX SEAL)