BOOK 4721 PAGE 518

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Nashville Bedding Company, Inc. (NAME:)	same (NAME:)	
810 8th Avenue North (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	60-14
Nashville, Tennessee 37203 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	27-28-39

FOR AND IN CONSIDERATION of the sum of Twenty-five Thousand Dollars---- ($25,000.00) *Dollars, of which* Five Thousand ---------- ($5,000.00) *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Twenty Thousand ---------- ($20,000.00) *Dollars,* the Nashville Bedding Company, Inc. ---------- *has executed* its promissory note payable to the order of M. H. WEBB in one hundred eighty (180) equal monthly installments of One Hundred Eighty-five and 41/100 Dollars ($185.41) each, which includes principal and interest at the rate of 7-1/2 per cent per annum with the first monthly installment falling due thirty (30) days from the date of this deed and one installment thereafter on the corresponding day of each of the next one hundred seventy-nine (179) succeeding months, with the right of prepayment of one or more installments at any time or times without penalty.

This instrument was prepared by LOWE, WATKINS, Attorney
14th Floor American Trust Building, Nashville, Tenn. 37201

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, M. H. WEBB and wife, IDA NELL WEBB---------- *have this day bargained and sold, and do hereby transfer and convey unto the said* NASHVILLE BEDDING COMPANY, INC., its---------- *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in Davidson County, Tennessee, being Lots Nos. 61 to 72 inclusive, on the Plan of John J. Rucker's Subdivision of Lot No. 8 in the Second Plan of Brooklyn, as of record in Book 332, page 157, Register's Office for said County. Said Lots Nos. 61 to 72 inclusive front 50 feet each on the southerly side of Rucker Avenue and extend back between parallel lines 145 feet to a dead line, said Lot No. 72 running back with the easterly margin of Brooklyn Avenue. Included in the above description, but excluded therefrom, is that part of said property conveyed to State of Tennessee, by deed from M. H. Webb and wife, Ida Nell Webb, of record in Book 4049, page 662, Register's Office for Davidson County, Tennessee. Included in the above description, but excluded therefrom, is that part of said property conveyed to State of Tennessee, by deed from M. H. Webb and wife, Ida Nell Webb, of record in Book 4263, page 806, Register's Office for Davidson County, Tennessee. Being part of the property conveyed to M. H. Webb, by deed from Joe D. Burt and wife, Dilla Freeman Burt, of record in Book 2444, page 383, Register's Office for Davidson County, Tennessee. This is a general warranty deed with respect to the above-described property. Also we quitclaim and convey to Nashville Bedding Company, Inc. all our right, title and interest in the following described property: A tract lying south of and adjoining the above described numbered lots. Said tract fronts approximately 120 feet on the easterly margin of Brooklyn Avenue and extends between parallel lines eastwardly approximately

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 25,000.00

Affiant

Subscribed and sworn to before me, this the 21 day of [illegible] 19 73

Notary Public

My commission expires: 2/3/73

(Affix Seal)

650 feet to the taking line of the I-65 Expressway, being the same property described in the quitclaim deed from M. H. Webb to Ida Nell Webb of record in Book 4657, page 512 , of the Register's Office for Davidson County, Tennessee; and all intervening land lying between the Lots Nos. 61 to 72 inclusive mentioned above and the 145 foot depth lots fronting on the north side of Roger Williams Avenue as now located; and all intervening land, if any, lying between Lots 61 to to 72 inclusive mentioned above, and the south boundary of Lot No. 9 on the Plan of Lots known as the Brooklyn Heights Plan or Page Land as of record in Book 19, page 505, Register's Office for said County, described in the deed to Nashville Bedding Company, Inc., from M. H. Webb and wife of record in Book 4327, page 660, said Register's Office.

With respect to the land herein quitclaimed, we warrant the title thereto only as against the lawful claims of all persons claiming by, through, or under us and not further nor otherwise.

unimproved (X)
This is ~~improved~~ ( ) property, known as Rucker Avenue, Nashville, Tenn.
(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 NASHVILLE BEDDING COMPANY, INC., 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 otherwise herein stated.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* NASHVILLE BEDDING COMPANY, INC. its---------- *(successors),* ~~heirs~~ *and assigns, against the lawful claims of all persons.,* except as otherwise herein stated.

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 NASHVILLE BEDDING COMPANY, INC.---------- *hereinafter referred to as trustors, hereby transfer and convey unto* Joe B. Webb *, 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 herof; 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 4721 PAGE 520

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 21 day of June, 19 73

NASHVILLE BEDDING COMPANY, INC.

By J. T. Sanderlin
President

M. H. WEBB

Ida Nell Webb
IDA NELL WEBB

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, H. C. Webb, *a Notary Public in and for said County and State,* M. H. Webb and Ida Nell Webb

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 21st *day of* June, *19* 73

H. C. Webb
Notary Public

Commission expires 5/10/75

C 1 2 4 0 1 BOOK 4721 PAGE 521

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

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

JUN 22 3 08 PM '73
REGISTER
DAVIDSON COUNTY, TENN.

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, Henrietta Ward *, a Notary Public of the State and County aforesaid, personally appeared* J. F. Southerland, Jr. *, with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* President *of the* Nashville Bedding Company, 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* him *self as* President .

Witness my hand and seal, at office in Nashville, Tennessee *,*
this 21 *day of* June *, 19* 73

Henrietta Ward *Notary Public*

Commission expires 2/3/74

Mail Jenn Real Estate
306 Woodland Rd
Woodland Hills Shopping Center
Hermitage, Tn. 37210

INSTALLMENT DEED

FROM

J. H. Webb et ux

TO

Nashville Bedding Company, Inc.

This instrument was prepared by LOVE WATKINS, Attorney
14th Floor American Trust Building, Nashville, Tenn. 37201

Compliments of

GUARANTY TITLE

Office of

CHICAGO TITLE INSURANCE COMPANY

American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

JUN22'73	CONV	25,000.00				
JUN22'73	MORT'G	20,000.00				
JUN22'73	S'TAX		A*	65.00		
JUN22'73	S'TAX		A*	18.00		
JUN22'73	PR'FEE		A*	.50		
JUN22'73	W'DEED		A*	8.00	*	91.50