Installment Deed

The instrument prepared by
Glenn T. Vann Berry
Am. Trust Bldg., Nashville, Tn.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Tennessee Dental Association (NAME:)	Same (NAME:)	Par. 24W 9430
210 - 23rd Avenue North (STREET ADDRESS OR ROUTE NUMBER)	BOOK 4729 PAGE 979 (STREET ADDRESS)	Map 104-15
Nashville, Tennessee (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	Par/ 238

FOR AND IN CONSIDERATION of the sum of

One Hundred Seventy-five Thousand and no/100 ($175,000.00)-------- *Dollars,*

of which

Seventeen Thousand Five Hundred and no/100/($17,500.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder---One Hundred Fifty-seven Thousand Five Hundred and no/100 ($157,500.00)---------- *Dollars,*

Tennessee Dental Association

has executed

its note payable to Earl Swensson Architects, Inc. in the sum of One Hundred Fifty-seven Thousand Five Hundred ($157,500.00) Dollars due on or before March 31, 1974, with interest thereon at the rate of ten (10%) per cent after maturity,

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,

Earl Swensson Architects, Inc. has

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

Tennessee Dental Association, a Tennessee corporation,

its *(successors), heirs and assigns,*

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

Land in Davidson County, Tennessee, being the easterly 4 feet of Lot No. 5 and the westerly part of the lot marked 1 to 4 on the Map of Linden Place, as of record in Book 547, pages 121 and 122, Register's Office for said County, and described according to a survey made by T. R. Sanford, September 14, 1964, as follows:

BEGINNING at a point in the north margin of Sunset Place, formerly Linden Avenue, 73 feet, more or less, east of the corner of Lots Nos. 5 and 6 of said Plan; thence easterly with the northerly margin of Sunset Place and on a curved line 110.5 feet to an iron pin; thence north 199.8 feet to a cross cut in concrete slab; thence westerly 109.6 feet to an iron pin 71 feet east of the northwest corner of Lot No. 5; thence in a southerly direction and parallel with the line between Lots 5 and 6, 209.2 feet to the beginning.

BEING the same property conveyed to Swensson & Kott Architects, Incorporated, by deed from James B. Turner and wife, Mary L. Turner, of record in Book 3946, page 402, Register's Office for Davidson County, Tennessee. The said Swensson & Kott Architects, Incorporated having since changed its' name to Earl Swensson Architects, Inc., by amendment to its' charter.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 175,000.00

Affiant

Subscribed and sworn to before me, this the 30th day of July 1973

Notary Public

My commission expires: 9/30/74

This conveyance of said property is made expressly subject to the following:

1. Taxes for the year 1973.

2. Sewer easement referred to in deed from Third National Bank Administrator to Ellie Mai Moss, dated November 16, 1942, of record in Book 1237, page 347, said Register's Office.

unimproved ( )
This is improved (X) property, known as 2104 Sunset Place, Nashville, Tennessee
(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 Tennessee Dental Association, its *(successors), and assigns forever.* Grantor *covenant that* it is *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 hereinabove set forth.

Grantor *further covenant and bind* s itself, its successors *and representatives, to warrant and forever defend the title to said real estate to said* Grantee, its *(successors), 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 Tennessee Dental Association *hereinafter referred to as trustors, hereby transfer and convey unto* James I. Vance Berry, *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 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 4729 PAGE 981

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 trust 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 11th *day of* July, *19* 73

EARL SWENSSON ARCHITECTS, INC.

By Richard L. Miller

President

TENNESSEE DENTAL ASSOCIATION

X By James A. Phillips

Robert M. Williams, Treas.

MARY PENLEY NOTARY PUBLIC HAMILTON CO. TENN.

SIGNATURE GUARANTEED
NATIONAL BANK OF COMMERCE
JACKSON, TENN.
BY Elizabeth Newman Branch Manager CASHIER

STATE OF TENNESSEE
COUNTY OF ~~DAVIDSON~~ Hamilton

Before me, Mary Penley, *a Notary Public of the State and County aforesaid, personally appeared* James A. Phillips, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* President *of the* Earl Swensson Architects, 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 Chattanooga Nashville, Tennessee *this* 11 *day of* July, *19* 73

Mary Penley *Notary Public*

Commission expires October 9, 1973

STATE OF TENNESSEE }
COUNTY OF ~~DAVIDSON~~ }

Before me, Hamilton Mary Penley, a Notary Public of the State and County aforesaid, personally appeared James A. Phillips, with whom I am personally acquainted, and who, upon oath, acknowledged him self to be President of the Tennessee Dental Association, 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 him self as .....

Witness my hand and seal at office in ~~Nashville~~ Chattanooga, Tennessee, this 11 day of July, 1973

Commission expires October 9, 1943 — Mary Penley Notary Public

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, DAVIS H. CARR, a Notary Public of the State and County aforesaid, personally appeared RICHARD L. MILLER, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be President of the Earl Swensson Architects, 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 himself as President.

Witness my hand and seal at office in Nashville, Tennessee, this 17 day of July, 1973.

Notary Public

My Commission Expires: 2/1/75

DAVIS H. CARR NOTARY PUBLIC DAVIDSON COUNTY, TENN.

C 1 6 2 2 4

IDENTIF. REFERENCE

JUL 23 9 53 AM '73

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TENN.

JUL 23	CONV	90,000.00		
JUL 23	CONV	85,000.00		
JUL 23	MORT'G	90,000.00		
JUL 23	MORT'G	67,500.00		
JUL 23	S'TAX		A* 455.00	
JUL 23	S'TAX		A* 155.50	
JUL 23	PR'FEE		A* .50	
JUL 23	MISC		A* 8.00	* 619.00