Installment Deed

BOOK 4761 PAGE 895

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Valley Enterprises c/o G. William Coble 425-612 Ave. S.	Same	
(STREET ADDRESS OR ROUTE NUMBER) Nashville 37203 Tenn.	(NAME: / STREET ADDRESS)	93-12 121 pm
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED SIXTY-FIVE THOUSAND AND NO/100 ($165,000.00)---------- *Dollars,*

of which SIXTY-FIVE THOUSAND AND NO/100 ($65,000.00)---------- ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder ONE HUNDRED THOUSAND AND NO/100 ($100,000.00)---------- *Dollars,*

G. William Coble and Neely Coble, Jr., d/b/a Valley Enterprises,

*ha*ve *executed*

two installment deed notes payable to the order of Earl Shacklett and wife, Helen B. Shacklett, each being in the principal amount of $50,000.00, plus interest at the rate of 8% per annum, one note being due and payable on or before 60 days from even date, and one note being due and payable on or before 90 days from even date. Said notes may be paid in full at any time without penalty.

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, Earl Shacklett and wife, Helen B. Shacklett,

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

G. William Coble and Neely Coble, Jr., d/b/a Valley Enterprises,

their ~~successors~~ *heirs and assigns,*

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

Land in Davidson County, Tennessee, being Lots 2, 3, 4, 5, 6, 7, and 8, and parts of Lots 1, 9, 10, 11, 12, 13, 15, and 16 on the Plan of Sharpe and Horne's Subdivision of Lots 65 and 66 of the Fairfield Village Plan, of record in Book 57, page 56, Register's Office of Davidson County, Tennessee, and Lots 8, 9, 10, 11, 12, 13, 17, 18, 19, 20, and 21, and parts of Lots 14, 15, 16, 22, and 23 of George Shields' South Nashville Plan, of record in Plan Book 57, page 56 said Register's Office, and Lots 28 and 29 and parts of Lots 7, 23, 24, 25, 26, and 27 of Overton's Oxmoor Plan, of record in Plan Book 21, page 96, said Register's Office, and consisting further of parts of Locust Street, Sycamore Street, Nestor (formerly Fulcher) Street, Fairfield Avenue, and parts of certain alleys shown on said Shields'Plan, all as described according to a survey by James A. Hamilton, Jr., Consulting

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

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $165,000.00

Subscribed and sworn to before me, this the 2 day of November 1973

My commission expires: Jan 24 1976
(Affix Seal)

Notary Public

Engineer, dated May 25, 1973, and revised October 10, 1973, as follows:

Beginning at a point on the westerly line of Lot No. 16 of the George Shields' South Nashville Plan, of record in Plan Book 57, page 56, Register's Office of said County, said point being further described as the northwesterly corner of property conveyed to the State of Tennessee by deed from the Tennessee Central Railway Company, of record in Book 3279, page 281, Register's Office for said County, and said point being further described as being the point of intersection of the easterly line of Nestor Street and the northerly line of Hermitage Avenue; thence north 6° 12' 20" east with the easterly margin of Nestor Street 59.40 feet to a point; thence leaving the easterly margin of Nestor Street and crossing said street and with the center line of Locust Street (said Locust Street having been closed by Ordinance No. 1158, as enacted by the Mayor and City Council of Nashville) north 88° 28' 40" west 126.94 feet to a point on the present northerly margin of Hermitage Avenue; thence with the said northerly margin of Hermitage Avenue north 62° 36' 30" west 13.65 feet to a point; thence leaving the said northerly margin of Hermitage Avenue north 1° 31' 20" east 9.05 feet to a point on the northerly margin of Locust Street (now closed); thence leaving the said northerly margin of Locust Street north 38° 25' 52.77" west 108.2 feet to a point; thence with a curve to the left, said curve having a radius of 262.84 feet, and whose chord is north 54° 50' 56.57" west 100.47 feet, the segment of the curve not being tangent at either end, northwestwardly 100.09 feet to a point; thence north 68° 51' 51.23" west 82.5 feet to a point on the easterly margin of Driftwood (formerly Overton) Street; thence with said margin f Driftwood Street north 6° 17' east 62.24 feet to a point on the southerly right-of-way of the Louisville and Nashville Railroad; thence leaving the easterly line of Driftwood Street and with the said southerly line of the Louisville and Nashville Railroad right-of-way, eastwardly and with a curve to the left, said curve having a delta angle of 08° 43' 13.61", a radius of 1529.0 feet, a tangent of 116.58 feet, a total distance of 232.71 feet to a point; thence continuing with the southerly line of the Louisville and Nashville Railroad right-of-way, eastwardly and with a curve to the left, said curve having a delta angle of 02° 50' 40", a radius of 3391.61 feet, a tangent of 84.21 feet, a total distance of 168.38 feet to a point; thence continuing with the southerly margin of the said Louisville and Nashville Railroad right-of-way north 81° 49' 30" east 844.66 feet to a concrete monument; thence leaving the said southerly margin of the Louisville and Nashville Railroad right-of-way south 8° 16' east 227.76 feet to a point on the northerly margin of Willow Street; thence with the said northerly line of Willow Street and with the northerly terminus of Fairfield Avenue north 88° 28' 40" west a total distance of 551.91 feet to a point; thence with the westerly margin of Fairfield Avenue south 8° 27' 40" west 278.28 feet to a point, said point being the point of intersection of said westerly margin of Fairfield Avenue and the center line of an alley; thence with the center line of said alley north 88° 28' 40" west 280.14 feet to a point on the present northerly margin of Hermitage Avenue; thence with said margin of Hermitage Avenue north 62° 36' 30" west 49.42 feet to the point of beginning, containing 6.69 acres, more or less.

Being the same property conveyed to Frank King, Trustee, by deed from the United States of America, of record in Book 4682, page 150, Register's Office for Davidson County, Tennessee; and also being the same property conveyed to Earl Shacklett and wife, Helen B. Shacklett, by deed from Frank King, Trustee, as of record in Book 4682, page 782, Register's Office for Davidson County, Tennessee; and to Earl Shacklett and wife, Helen B. Schacklett, by deed of correction from Frank King, Trustee, as of record in Book 4757, page 752, said Register's Office.

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 G. William Coble and Neely Coble, Jr., d/b/a Valley Enterprises, their ~~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.*

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* G. William Coble and Neely Coble, Jr., d/b/a Valley Enterprises, their ~~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 G. William Coble and Neely Coble, Jr., d/b/a Valley Enterprises, *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.

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 2 day of November 19 73.

Earl Shacklett

Earl Shacklett

Helen B. Shacklett

Helen B. Shacklett

VALLEY ENTERPRISES

By: G. William Coble

G. William Coble

Neely Coyle, Jr.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Phillip Sanders, *a Notary Public in and for said County and State,* Earl Shacklett and wife, Helen B. Shacklett,

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* 2 *day of* November, *19* 73.

Phillip Sanders
Notary Public

Commission expires Jan. 24, 1976

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STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, D. W. Sanders, *a Notary Public in and for said County and State,* G. William Coble and Neely Coble, Jr., *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* 2nd *day of* November *19*73.

Commission expires Jan. 24, 1976 *Notary Public*

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

EARL SHACKLETT, ET UX

TO

G. WILLIAM COBLE, ET AL,
d/b/a VALLEY ENTERPRISES

NOV-5	CONV	90,000.00		
NOV-5	CONV	75,000.00		
NOV-5	MORT'G	90,000.00		
NOV-5	MORT'G	10,000.00		
NOV-5	S'TAX		A* 429.00	
NOV-5	S'TAX		A* 98.00	
NOV-5	PR'FEE		A* 150	
NOV-5	WDEED		A* 10.00	* 537.50

C 30649

IDENTIF. REFERENCE

Nov 5 1 24 PM '73

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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

PEDIGO & SAINDON