Prepared by
Culpepper, Carpenter, Woods & Lee

Installment Deed

BOOK 1776 PAGE 665

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
NORMAN D. CLARKE, ETAL	S A M E	158-6DA 36101
(NAME:) 4705 Benton Smith Rd.	(NAME:)	159-16DA 36103
(STREET ADDRESS OR ROUTE NUMBER) Nashville	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of TWO HUNDRED TWENTY-SIX THOUSAND TWO HUNDRED FIVE & NO/100----($226,205.00)---------- *Dollars, of which* a credit of SEVENTY-TWO THOUSAND ($72,000.00) DOLLARS has been given to Grantees by Grantors, the receipt of which is hereby acknowledged and the assumption by Norman D. Clarke and wife, Jeanne Brummitt Clarke and Nancy Clark Clodfelder and husband, Paul Clodfelder, of a Note dated February 28, 1966 in the original amount of $65,000.00 payable to First American National Bank, secured by a Deed of Trust from Walter D. Clarke and wife, Rubye Norman Clarke, to G. F. Cole, Jr., Trustee, recorded in Book 3993, page 287, Register's Office for Davidson County, Tennessee, on which there is now owing a balance of $17,500.00, and for the remainder, the said Norman D. Clarke and wife, Jeanne Brummitt Clarke and Nancy Clarke Clodfelder and husband, Paul Clodfelder have executed one Note of even date herewith payable to Walter D. Clarke and wife, Rubye Norman Clarke, in the sum of $154,205.00, which sum includes principal and interest at the rate of six percent payable in seven (7) annual installments, six of which are in the sum of $24,000 each and the last in the sum of $10,205.00, the first installment being due on December 1, 1974, and one on the first day of December thereafter until all are paid in full,

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, WALTER D. CLARKE and wife, RUBYE NORMAN CLARKE

have this day bargained and sold, and do hereby transfer and convey unto the said Norman D. Clarke and wife Jeanne Brummitt Clarke, a one-half undivided interest, and Nancy Clark Clodfelder and husband, Paul Clodfelder, a one-half undivided interest,

their ~~successors~~, *heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Being lot Nos. 158 and 159 on the Plan of Sidco, Section 3, as of record in Book 2663, page 41, Register's Office for said County.

Said Lot No. 158 is described as follows:

Beginning on the westerly margin of Armory Drive at the corner of lots No. 158 and 159; thence with the line between said two lots, westerly 177.50 feet to the corner of lots No. 107, 108, 158 and 159; thence with the line between lots No. 108 and 158, northerly 159.95 feet to the southerly margin of Armory Drive; thence with the same, easterly 107.43 feet to the beginning of a curve; thence around said curve having a radius of 70 feet, southeasterly 109.90 feet to the westerly margin of Armory Drive; thence with the same, southerly 90 feet to the beginning.

Said Lot No. 159 fronts 120 feet on the westerly side of Armory Drive and extends back 177.50 feet on the northerly line and 177.59 feet on the southerly line to a dead line, measuring 120 feet thereon.

Being property conveyed to Walter D. Clarke by deed from G. Wilson Brazelton and Henry Horrell, a partnership doing business as Brazelton-Horrell Company, recorded in Book 3761, page 99, said Register's Office.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 226,205.00

Affiant

Subscribed and sworn to before me, this the 26th day of December, 19 73.

Notary Public

My Commission expires: 8-16-1977
(Affix Seal)

This conveyance is made subject to:
Easement and setback line as shown on Plan of record in Book 2663, page 41, R.O.D.C., TENNESSEE. (This applies to Lot No. 158 of premises only)

Easement and setback line as shown on Plan of record in Book 2663, page 41, R.O.D.C., Tennessee. (This applies to Lot No. 159 of premises only)

Rights reserved with reference to uranium, thorium and all other materials essential to production of fissionable materials as is fully set out in deed to DeWitt Carter, Trustee, of record in Book 2152, page 347, R.O.D.C., Tennessee.

Restrictive covenants contained in an instrument executed by Suburban Industrial Development Company, dated December 30, 1957, filed December 30, 1957, and recorded in Book 2708, page87, as amended by instruments of record in Book 2741, page 553, Book 3029, page 174 and Book 3221, page 12, R.O.D.C., Tennessee.

Lease dated January 1, 1965, by and between Walter D. Clarke, Lessor and Southern Style Foods, Inc., Lessee, and all terms and conditions contained therein.

Also, Lease dated _____, 1971, by and between Walter D. Clarke, Lessor and Buhler Mills, Inc., a Tennessee Corporation, Lessee, and all terms and conditions contained therein.

unimproved ( )
This is improved (XX) 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 NORMAN D. CLARKE and wife, JEANNE BRUMMITT CLARKE, A one-half undivided interest, and NANCY CLARKE CLODFELDER and husband, PAUL CLODFELDER, a one-half undivided interest, 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* NORMAN D. CLARKE, and wife, JEANNE BRUMMITT CLARKE, A one-half undivided interest, and NANCY CLARKE CLODFELDER and husband, PAUL CLODFELDER, a one-half undivided interest, 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 NORMAN D. CLARKE, and wife, JEANNE BRUMMIT CLARKE, and NANCY CLARKE CLODFELDER and husband, PAUL CLODFELDER *hereinafter referred to as trustors, hereby transfer and convey unto* WILLIAM F. CARPENTER, JR., *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.

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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 26 *day of* December, *19* 73

Notary Public, State of Florida at large
My commission expires Dec. 28, 1975

Walter D. Clarke
(Walter D. Clarke)

Rubye N. Clarke
(Rubye Norman Clarke)

Norman D. Clarke
(Norman D. Clarke)

Jeanne Brummitt Clarke
(Jeanne Brummitt Clarke)

Nancy Clarke Clodfelder
(Nancy Clarke Clodfelder)

Paul Clodfelder
(Paul Clodfelder)

Notary — Myra Paubsta

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Lorene Outlaw, *a Notary Public in and for said County and State,* Walter D. Clarke and wife, Rubye Norman Clarke

*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* 20 *day of* December, *19* 73

Lorene Outlaw *Notary Public*

My Commission expires 8-16-1977

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STATE OF Florida }
COUNTY OF Dade }

Personally appeared before me, Myra Paubeta, *a Notary Public in and for said County and State,* Norman D. Clarke, and wife, Jeanne Brummitt Clarke *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 officidt seal at North Miami, Fla.
this 28 *day of* December *19* 73

Notary Public, State of Florida at large
My commission expires Dec. 28, 1975

Commission expires

Myra Paubeta *Notary Public*

STATE OF Michigan }
COUNTY OF Kent }

Personally appeared before me, Vera Overly, *a Notary Public in and for said County and State,* Nancy Clarke Clodfelder and husband, Paul Clodfelder *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 Grand Rapids, Mich.
this 26 *day of* Dec. *19* 73

VERA W. OVERLY
Notary Public, Kent County, Mich.
My commission expires Nov. 7, 1977

Commission expires

Vera Overly *Notary Public*

RECORDER'S NOTE
Legibility of writing, typing or printing unsatisfactory in this Document when received

DEC31	CONV	*	~~.00~~ 226,205.00		
DEC31	MORTG	*	~~.00~~ 154,205.00		
DEC31	RSTAX		A* 588.12		
DEC31	RSTAX		A* 152.20		
DEC31	RPREFEE		A* .50		
DEC31	RDEED		A* 8.00	*	748.82

INSTALLMENT DEED

FROM
WALTER D. CLARKE, et ux

TO
RUBYE NORMAN CLARKE

NORMAN D. CLARKE, et ux
JEANNE BRUMMITT CLARKE, a
one-half undivided interest
A N D
NANCY CLARKE CLODFELDER and
husband, PAUL CLODFELDER, a
one-half undivided interest.

C 3 6 7 7 1

IDENTIF. REFERENCE

DEC 31 10 55 AM '73

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

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