Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Penn State Oil Co., Inc.	Same	82-7
(NAME:) 510 Monroe Street	(NAME:)	Parcel - 63
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee 37208	(STREET ADDRESS)	EW345
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Five Thousand and No/100---------- ($5,000.00) ---------- *Dollars,*

of which Five Hundred and No/100---------- ($500.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Four Thousand Five Hundred and No/100

---------- ($4,500.00 ---------- *Dollars,*

PENN STATE OIL CO., INC., a Tennessee corporation

has executed

a promissory note of even date herewith in the principal amount of $4,500.00 payable to the order of Dora Louise Juckett Borland and Mrs. George R. Juckett, in 120 monthly installments of $49.96 each which include both principal and interest at the rate of 6% per annum, with the first installment falling due one month from date hereof and the others on the same day of each month thereafter until paid in full, with privilege of prepayment in part or in full at any time, without penalty, reserved by the grantee.

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, Dora Louise Juckett Borland and Mrs. George R. Juckett,

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

PENN STATE OIL CO., INC., a Tennessee corporation, its

(successors), heirs and assigns,

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

Being the westerly one-half of Lot No. 21 on the Map Medavock's Homestead Addition, as of record in Book 57, page 9, Register's Office for said county.

Said part of said lot fronts 35.8 feet on the north side of Monroe Street and runs back between parallel lines along the west margin of an alley, 160 feet to an alley in the rear.

Being the same property conveyed to Evelyn Carlisle, now deceased, by deed from Gracy Towns, dated March 18, 1963, and recorded in Book 2952, pages 302 and 303, of the Register's Office for Davidson County, Tennessee.

This property is also known as 512 Monroe Street, Nashville, Tennessee.

Evelyn Carlisle died intestate in Davidson County, Tennessee, on December 26, 1970, and her husband Ira E. Carlisle had no legal interest in the property as evidenced by the above cited deed.

Evelyn Carlisle never gave birth to any children.

The only heirs at law capable of inheriting the real estate herein above described were Dora Louise Juckett Borland, the daughter of a deceased uncle and an uncle George R. Juckett who died XX November 29, 1971.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 5,000.00

Subscribed and sworn to before me, this the 10th day of XXXXX May 19 74

Affiant

My commission expires: (After Seal)

Notary Public

This instrument prepared by J. H. Davis.

The father of Dora Louise Juckett Borland was Admiral Dewey Juckett who died on December 20, 1953. Admiral Dewey Juckett was a brother of Addie Lee Juckett Towns the mother of Evelyn Bell Reid Carlisle. Addie Lee Juckett Towns died November 24, 1962. Dora Louise Juckett Borland takes the one-half that her father would have taken if he had been living. Dora Louise Juckett Borland also takes any part or the one-half that her uncle George R. Juckett, and brother of Admiral Dewey Juckett, would have taken, except for any interest claimed by Mrs. George R. (Frances) Juckett, the widow of George R. Juckett who died ~~XX~~ November 28, 1971.

Mrs. George R. Juckett (Frances Juckett) claims the part due her as the widow of George R. Juckett, brother of Admiral Dewey Juckett and the uncle of Evelyn Bell Reid Carlisle.

George R. Juckett died intestate in Pasco County, Florida, on November 28, 1971, where he was a resident. George R. Juckett fathered no children.

~~Unimproved~~ ( ) This is improved (X) property, known as 512 Monroe Street, 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 Penn State Oil Co., Inc., a Tennessee corporation, 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.*

We *further covenant and bind* ourselves, our ..... *heirs and representatives, to warrant and forever defend the title to said real estate to said* Penn State Oil Co., Inc., its ..... *(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 Penn State Oil Co., Inc., a Tennessee corporation, ... *hereinafter referred to as trustors, hereby transfer and convey unto* Claude Callicott ....., *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 25th *day of* April, *19* 74

PENN STATE OIL CO., INC.

By J. A. Davis, President

Dora Louise Juckett Borland

Mrs. Geo. R. Juckett Frances Juckett

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Bonnie Hagewood, *a Notary Public in and for said County and State,* Dora Louise Juckett Borland, one of

the within named bargainor S., with whom I am personally acquainted, and who acknowledged that she *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, Tennessee *this* 25th *day of* April, *19* 74.

Bonnie Hagewood *Notary Public*

Commission expires 7-11-76

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STATE OF FLORIDA }
COUNTY OF PASCO }

Personally appeared before me, Richard C. Williams, *a Notary Public in and for said County and State,* Mrs. George R. (Frances) Juckett, one of *the within named bargainor S, with whom I am personally acquainted, and who acknowledged that* she *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at New Port Richey, Florida, *this* 1 1 2 *day of* May, *19* 74

Richard C. Williams *Notary Public*

Commission expires

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APR. 21, 1975
BONDED THRU AMERICAN SURETY & CASUALTY UNDERWRITERS, INC.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Bonnie Hagewood, *a Notary Public of the State and County aforesaid, personally appeared* J. G. Davis, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* President *of the* PENN STATE OIL CO., 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* 10 *day of* April, *19* 74

Bonnie Hagewood *Notary Public*

Commission expires 7-18-76

NOTARY PUBLIC DAVIDSON COUNTY, TENNESSEE

MAY 10 74	CONV	*5,000.00				
MAY 10 74	MORT'G	*4,500.00				
MAY 10 74	S'TAX		A*	13.00		
MAY 10 74	S'TAX		A*	2.50		
MAY 10 74	PR'FEE		A*	.50		
MAY 10 74	W'DEED		A*	8.00	*	24.00

INSTALLMENT DEED

FROM

TO

C 5 3 7 2 7

IDENTIF. REFERENCE

MAY 10 12 56 PM '74

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238