Installment Deed-7

THIS INSTRUMENT PREPARED BY
SAMUEL B. SCHLANGER, ATTY.
4220 NOLENSVILLE ROAD
NASHVILLE, TENNESSEE 37211

c/o C. ERIC LINCOLN

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
AMERICAN ASANTHEHENE CORP. (NAME:)	SAME (NAME:)	MAP 164
RT. #2 HAMILTON CHURCH RD. (STREET ADDRESS OR ROUTE NUMBER)	BOOK 4819 PAGE 587 (STREET ADDRESS)	PARCEL 207
ANTIOCH, TENN. 37013 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	2 D 31273

FOR AND IN CONSIDERATION of the sum of thirty three thousand two hundred twenty five and no/100 ($33,225.00) *Dollars, of which* nine thousand six hundred thirty five and 25/100 ($9,635.25) *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* of twenty three thousand five hundred eighty nine and 75/100 ($23,589.75) *Dollars,* the grantee hereinafter named has executed its one promissory note payable in three equal annual installments of $7,863.25 each plus interest at the rate of eight per cent (8%) per annum on the unpaid balance,

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, John L. Knight and wife, Beulah Mae Knight *have this day bargained and sold, and do hereby transfer and convey unto* American Asanthehene Corporation, a Tennessee Corporation, its *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in the 2nd, formerly the 3rd, Civil District of Davidson County, Tennessee, being parts of Lots Nos. 1 and 2 and Lot No. 4 on the Plan of the partition of the land of James Mitchell, deceased, as of record in Minute Book "P", page 36, County Court for said County, described according to a survey made by Southern Land Surveying Company, Inc. on May 26, 1973, as follows:

BEGINNING in the northern margin of Hamilton Church Road, said point being 534.91 feet from the intersection of Hamilton Church Road with proposed Hobson Pike and being the southwest corner of the described tract; thence North 03 degrees 02 minutes 57 seconds East 565.51 feet with James L. McIntosh's west boundary to a point; thence South 84 degrees 19 minutes 31 seconds East 885.01 feet to a Persimmon Tree; thence North 04 degrees 26 minutes 46 seconds East 805.20 feet to a point, said point being in the southern boundary of the W. L. Stinnett property; thence South 84 degrees 47 minutes 44 seconds East 585.23 feet to a point; thence South 04 degrees 59 minutes 54 seconds West 77.34 feet to a point, said point being in the West right-of-way of proposed Hobson Pike; thence with the West right-of-way of said road South 39 degrees 31 minutes 53 seconds West 1,517.03 feet to a point; thence with a curve to the left (R=1,472.41 feet) 190.73 feet to a point; thence South 82 degrees 6 minutes 20 seconds

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $33,225.00

Affiant

Subscribed and sworn to before me, this the 28 day of May, 1974.

Notary Public

My commission expires: NOT. PUB. 12-26-74

(Affix Seal)

West 50.0 feet to a point; said point Being in the northern right-of-way of Hamilton Church Road as to be widened; thence South 82 degrees 06 minutes 20 seconds West 50.0 feet with said right-of-way to a point; thence continuing with the northern right-of-way of Hamilton Church Road South 24 degrees 30 minutes West 10.0 feet to a point; thence North 65 degrees 30 minutes West 334.91 feet to the point of beginning and containing 17.40 acres more or less, same being Tract No. 1.

BEING a part of the same property conveyed to John L. Knight and wife, Beulah Mae Knight, be deed from John F. Painter and wife, Bessie A. Painter, of record in Book 3166, page 136, Register's Office for Davidson County, Tennessee.

The above described property is subject to the following:
Tit... Title to that portion of the premises within the boundary of any roadway, or right-of-way for same, all visible easements, easement of record in Book 2544, page 367, Register's Office for said County.

This is unimproved (☒) improved ( ) property, known as Route #1, (House Number) Antioch, (Street) Tennessee (P. O. Address:) 37013 (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said American Asanthehene 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.,* except as set out above.

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* American Asanthehene Corporation, 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 American Asanthehene Corporation *hereinafter referred to as trustors, hereby transfer and convey unto* Samuel B. Schlanger, *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 15th *day of* May, *19*74

John L. Knight

JOHN L. KNIGHT

Beulah Mae Knight

BUELAH MAE KNIGHT

AMERICAN ASANTHEHENE CORP.

BY: C. ERIC LINDOLN, PRESIDENT

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

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.....Tennessee, this.....day of....., 19.....

.....*Notary Public*

Commission expires.....

STATE OF Texas

COUNTY OF Palo Pinto

BOOK 4819 PAGE 590

Personally appeared before me, the undersigned *a Notary Public in and for said County and State,* John L. Knight and wife, Beulah Mae Knight

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 Mineral Wells, Texas *this* 15th *day of* May *, 19* 74

Wilma L. McCurdy *Notary Public*

Commission expires June 1, 1975

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned *, a Notary Public of the State and County aforesaid, personally appeared* C. Eric Lincoln *, with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* President *of the* American Asanthehene Corporation *, 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* 28 *day of* May *, 19* 74

Commission expires 10-26-74 *Notary Public*

MAY 29 74 CONV 33,225.00
MAY 29 74 MORT'G 23,589.75
MAY 29 74 S'TAX A* 86.32
MAY 29 74 S'TAX A* 21.60
MAY 29 74 PR'FEE A* .50
MAY 29 74 W'DEED A* 8.00 * 116.42

INSTALLMENT DEED

FROM

JOHN L. KNIGHT, ET. UX.

TO

MERICAN ASANTHEHENE

CORPORATION

C 5 6 2 4 1

IDENTIF. REFERENCE

MAY 29 10 41 AM '74

DAVIDSON COUNTY, TENN.

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