BOOK 4822 PAGE 216

INSTALLMENT DEED

ADDRESS OF NEW OWNER:	SEND TAX BILLS TO:	MAP-PARCEL NOS.:
R. C. MATHEWS CONTRACTOR, INC. 480 Craighead Nashville, Tennessee 37204	SAME	93 - 2 - 4 - 16 93 - 2 - 4 - 17

FOR AND IN CONSIDERATION OF the sum of ONE HUNDRED THOUSAND DOLLARS ($100,000.00) of which TWENTY THOUSAND DOLLARS ($20,000.00) has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed a Promissory Note in the principal amount of EIGHTY THOUSAND DOLLARS ($80,000.00) with interest thereon at a rate of EIGHT AND ONE-HALF PERCENT (8-1/2%) per annum and payable in TEN (10) annual installments of EIGHT THOUSAND DOLLARS ($8,000.00) each plus interest on the unpaid balance, interest to be made current to each payment. The first payment shall be due one year from the date hereof and thereafter on the same day of each year a payment of like amount plus interest until said amount shall be paid in full. Grantee may pre-pay said amount or any part thereof without penalty for pre-payment, and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed.

CLOVER BOTTOM ESTATES, INC., hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto R. C. MATHEWS CONTRACTOR, INC. herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

prepared by
CARL H. OLDHAM
ATTORNEY AT LAW
HENDERSONVILLE, TENN.

A certain tract or parcel of land in Davidson County, Tennessee, being described as follows:

Being part of Lot No. 12 in the Original Plan of Nashville, not of record, described as follows:

BEGINNING at a point in the east margin of Second Avenue, North, formerly Market Street, fifty-eight feet and four inches southerly from the southeast corner of said Avenue and Church Street; thence with the east margin of said Second Avenue, North southerly nineteen (19) feet to the northwest corner of a part of said Lot No. 12, formerly known as the dower of Elizabeth Boyd; thence at right angles to said Avenue, easterly and with said dower line two hundred and eleven (211) feet, more or less, to the west margin of First Avenue, North, formerly Water or Front Street; thence with the west margin of said First Avenue, northerly seventy-seven feet four inches, more or less, to the corner of said Avenue and Church Street; thence with the southerly margin of Church Street, westerly one hundred five and one-half (105 1/2) feet, more or less, to a point half way between said First and Second Avenues; thence at right angles southerly fifty-eight feet and four inches; thence at right angles westerly one hundred five and one-half (105 1/2) feet, more or less, to the beginning.

BEING the same property conveyed to Clover Bottom Estates, Inc. by deed from the Nashville Paper Stock Company, et al, as of record in Book 3437, Page 77, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their 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 the said real estate to said grantees, their 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 notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said grantees herein do hereby

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transfer and convey unto CARL H. OLDHAM, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantees do hereby 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 sum of EIGHTY THOUSAND DOLLARS ($80,000.00) until the notes herein secured are 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 and holder of said notes, as his interest may appear. We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment. Now, if we, the said grantees shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if we fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; we fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, 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 notes, or any of said notes

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HENDERSONVILLE, TENN.

then past due and unpaid, all remaining unpaid notes 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 conveyance. We agree that the Trustee, may at any time, after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. We further agree 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 advise in the premises, or for instituting or defending any litigation which may arise on account of the execution of the 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 notes herein secured, and any and all sums expended in the protection of said property, as herein authorized.

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4th. The residue, if any, will be paid to the grantees herein, their heirs, 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 lien notes, or, if more than one, then of the first-maturing unpaid note , 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 said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Said trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 4TH day of ~~May~~ June, 1974.

R. C. MATHEWS CONTRACTOR, INC.

By: Robert C. H. Mathews
(Title) Pres.

CLOVER BOTTOM ESTATES, INC.

By: Harold O. Davis
Harold O. Davis, Vice Pres.

By: Wallace S. Colquette
Wallace S. Colquette, Treas.

CARL H. OLDHAM
ATTORNEY AT LAW
HENDERSONVILLE, TENN.

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STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Harold O. Davis with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Vice-Pres. of the Clover Bottom Estates, Inc the within named bargainor, a corporation, and that he as such Vice-Pres, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Vice-Pres.

Witness my hand and seal, at office in Nashville, Tenn. this the 22 day of May, 1974.

Fannie Lou Tatum
NOTARY PUBLIC

FANNIE LOU TATUM NOTARY PUBLIC DAVIDSON CO. TENN. MY COMMISSION EXPIRES JAN. 26, 1977

My Commission Expires:

Jan. 26, 1977

STATE OF TENNESSEE
COUNTY OF Davidson

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Wallace S. Colquette with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Pres. of the Clover Bottom Estates, Inc the within named bargainor, a corporation, and that he as such, being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Pres.

Witness my hand and seal, at office in Nashville, Tenn, this the 22 day of May, 1974.

Fannie Lou Tatum
NOTARY PUBLIC

FANNIE LOU TATUM NOTARY PUBLIC DAVIDSON CO. TENN. MY COMMISSION EXPIRES JAN. 26, 1977

My Commission Expires:

Jan. 26, 1977

CARL H. OLDHAM
ATTORNEY AT LAW
HENDERSONVILLE, TENN

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BOOK 4822 PAGE 222

IDENTIF. REFERENCE

JUN 5 1 50 PM '74

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared ROBERT C. H. MATHEWS, JR. with whom I am personally acquainted, and who, upon oath, acknowledged himself to be PRESIDENT of the R.C. MATHEWS CONTRACTOR, 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 4TH day of JUNE, 1974.

NOTARY PUBLIC

My Commission Expires:

7-31-74

STATE OF TENNESSEE
COUNTY OF DAVIDSON

I, (we) hereby swear or affirm that the actual consideration for this transfer or value of the property or interest in property transferred, whichever is greater is $ 100,000.00, which amount is equal to or greater than the amount which the property or interest in property transferred would command at a fair voluntary sale.

AFFIANT

Subscribed and sworn to before me this 4TH day of JUNE, 1974.

NOTARY PUBLIC

My Commission Expires:

7-31-74

	CONV	30,000.00			
	~~CONV~~	10,000.00			
JUN-5	MORT'G	30,000.00			
JUN-5	S'TAX		A*	260.00	
JUN-5	S'TAX		A*	78.00	
JUN-5	PR'TEE		A*	.50	
JUN-5	W'DEED		A*	14.00	* 352.50

CARL H. OLDHAM
ATTORNEY AT LAW
HENDERSONVILLE, TENN.