RETURN TO
CLYDE PAUL HOLLAND, ATTY.
2016 Parkway Towers Bldg.

Installment Deed

BOOK 4824 PAGE 377

This instrument prepared [illegible]

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Pearl River Properties	SAME	131-12-
c/o Carter G Baker (NAME)	(NAME)	60
First American Bank (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
First American Center Nashville, Tennessee (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	Pt

FOR AND IN CONSIDERATION of the sum of SIXTY-TWO THOUSAND AND NO/100---------- ($62,000.00) ---------- *Dollars,*

of which Nine Thousand Eight Hundred and No/100---------- ($9,800.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Fifty-Two Thousand Two Hundred and No/100---------- ($52,200.00) ---------- *Dollars,*

Pearl River Properties, a partnership comprised of Carter G. Baker, Richard S. Gardner and Warren Ashley *have executed* a promissory note in the principal amount of Fifty-Two Thousand Two Hundred and No/100 ($52,200.00) Dollars with interest at the rate of Nine (9%) per cent per annum on the balance remaining unpaid from time to time, payable in monthly installments as follows: On the 1st day of July, 1974 the sum of $418.42 and thereafter a like amount on the first day of each ensuing month for 35 months, which said monthly payments shall be applied first to the payment of interest on the unpaid principal balance at the rate of (9) percent per annum and any amount remaining after the payment of such interest shall be applied in reduction of said principal balance and the balance of the principal and interest shall be due and payable on the first day of June, 1977, if not sooner paid.

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, ELIZABETH MCQUIDDY SHACKLETT, a widow, has *have this day bargained and sold, and do hereby transfer and convey unto the said* PEARL RIVER PROPERITES a partnership, comprised of Carter G. BAker, Richard S. Gardner and Warren Ashley their *(successors), heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows: LAND in Davidson County, Tennessee, being parts of Lots Nos. 28 and 29, on the Plan of Battery Park, of record in Book 1130, page 103, Register's Office for said County, described as Parcel No. 60 on the Metro Nashville Tax Map No. 131-12 as follows:

BEGINNING at a point on the westerly side of Scenic Drive at its intersection with the common lot line between Lots Nos. 29 and 14; thence along said westerly side in a southerly direction 338.2 feet to a curve; thence along said curve to the right 18.58 feet to the northerly boundary of Battery Lane; thence westerly along said northerly boundary 246.28 feet to a point, the southeast corner of property conveyed to Phillip J. Walker Et Ux, by deed of record in Book 4476, page 669, Register's Office for Davidson County, Tennessee; thence northerly 297 feet along Walker's easterly line to a point in the northerly line of said Lot No. 29; thence easterly along such northerly line 371.7 feet to the beginning.

BEING part of the same property conveyed to Elizabeth McQuiddy Shacklett by deed from Josephine Hirsig, a widow, of record in Book 815, page 21, Register's Office for Davidson County, Tennessee.

THIS conveyance is made subject to the plan of record which shows an owners certificate, a 75-foot minimum building setback line from Battery Lane and a 30-foot minimum building setback line from Scenic Drive; easement for flowage of Brown's Creek diagonally across the described property; easement for sewer of record in Book 3347, page 20, Register's Office for said county; restrictions of record in Book 1380, page 225, Register's Office for said County.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 62,000.00

Affiant

Subscribed and sworn to before me, this the 3rd day of June 19 74

My commission expires August 21, 1974 (Affix Seal)

Notary Public

The right is reserved by the purchasers to sell off one duplex unit upon payment to the seller of one-half of the balance remaining unpaid.

unimproved ( )
This is improved (X) property, known as 1108 and 1112 Battery Lane (House Number) (Street) P. O. Address: Nashville (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said PEAR RIVER PROPERTIES, a partnership comprised of Carter G. Baker, Richard S. Gardner and Warren Ashley *their* (successors), *heirs and assigns forever. I covenant that I am 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 of record.

I further covenant and bind myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Pearl River Properties, a partnership comprised of Carter G. Baker, Richard S. Gardner and Warren Ashley their successors *(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 Pearl River Properties, a partnership comprised of Carter G. Baker, Richard S. Gardner and Warren Ashley *hereinafter referred to as trustors, hereby transfer and convey unto* Clyde P. Holland, *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 $ insurable value, *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 3rd *day of* June, *19* 74

PEARL RIVER PROPERTIES, a partnership

BY: Carter G. Baker
CARTER G. BAKER Partner

BY: Richard S. Gardner
RICHARD S. GARDNER Partner

BY: Warren Ashley
WARREN ASHLEY Partner

Elizabeth McQuiddy Shacklett
ELIZABETH MCQUIDDY SHACKLETT

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned *, a Notary Public in and for said County and State,* Carter G. Baker, Richard S. Gardner, Warren Ashley and Elizabeth McQuiddy 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* 3rd *day of* June, *19* 74

CLYDE P. HOLT NOTARY PUBLIC

Notary Public

Commission expires 1-31-78

STATE OF.....
COUNTY OF.....

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.....,
this.....*day of*....., *19*.....

.....*Notary Public*

Commission expires.....

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.....

JUN 12 74	CONV	62,000.00			
JUN 12 74	MORT'G	~~62,000.00~~	52,200.00		
JUN 12 74	S'TAX		A* 161.20		
JUN 12 74	S'TAX		A* ~~80.60~~	50.20	
JUN 12 74	PR'FEE		A* .50		
JUN 12 74	M'DEED		A* 8.00	* ~~210.30~~	219.90

INSTALLMENT DEED

FROM

TO

C 58448

IDENTIF. REFERENCE

JUN 12 2 52 PM '74

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

GUARANTY TITLE

Office of

CHICAGO TITLE INSURANCE COMPANY

American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE