INSTALLMENT DEED

BOOK 4830 PAGE 714

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
COMMERCE UNION BANK, OF	NASHVILLE, TENNESSEE, as Trus-	10W-10
(NAME) tee under agreement with	(NAME) Nelson T. Trabue, et al	
Fourth & Union (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tenn. 37219 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

John M. Barksdale, Attorney
Seventh Floor
Third National Bank Building
Nashville, Tennessee 37219

mail

STATE OF ~~TENNESSEE~~ NY
COUNTY OF ~~DAVIDSON~~ NY

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 290,000.00. Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 12 DAY OF June 1974.

Notary Public

WILLIAM J. McCARTHY
NOTARY PUBLIC, State of New York
No. 03-4500603
Qualified in Bronx County
Certificate filed in New York County
Commission Expires March 30, 1975

MY COMMISSION EXPIRES

(AFFIX SEAL)

FOR AND IN CONSIDERATION of the sum of TWO HUNDRED NINETY THOUSAND and NO/100 ($290,000.00) DOLLARS, of which EIGHTY-FOUR THOUSAND and NO/100 ($84,000.00) DOLLARS, has been paid in cash by NELSON T. TRABUE and wife, DOROTHY CHASE TRABUE, and COMMERCE UNION BANK OF NASHVILLE, TENNESSEE, as Trustee under an agreement with Nelson T. Trabue, et al, the receipt of which is hereby acknowledged, and for the remainder of TWO HUNDRED SIX THOUSAND and NO/100 ($206,000.00) DOLLARS, the said NELSON T. TRABUE and wife, DOROTHY CHASE TRABUE, and COMMERCE UNION BANK OF NASHVILLE, TENNESSEE, as Trustee under an agreement with Nelson T. Trabue, et al, dated March 9, 1973, have executed their first lien promissory note of even date herewith in the principal sum of TWO HUNDRED SIX THOUSAND and NO/100 ($206,000.00) DOLLARS, bearing interest from date at the rate of eight and one-half (8-1/2%) per cent, per annum, payable (i) $16,000.00 with interest as aforesaid, on said principal sum of $206,000.00, on but not before January 1, 1975; and (ii) the balance of $190,000.00 being payable thereafter in twenty (20) equal semi-annual installments of $14,291.80, each, including principal and interest at the rate of eight and one-half (8-1/2%) per cent, per annum, the first of which installments shall be payable on but not before six (6) months after January 1, 1975, and providing for payment of attorney's fees and all costs and expenses of collection; and, to secure the payment of said note, principal and interest, attorney's fees and costs and expenses of collection, and of enforcement of the lien hereof, a lien is hereby expressly retained on the land hereby conveyed, we, GRACE ALFORD GOLD and husband, JACK GOLD, have this day bargained and sold, and do hereby transfer and convey unto the said DOROTHY CHASE TRABUE and COMMERCE UNION BANK OF NASHVILLE, TENNESSEE, as Trustee under an agreement with Nelson T. Trabue, et al, dated March 9, 1973, their heirs, successors and assigns, certain real estate in Davidson County, Tennessee, described as follows:

Land in Davidson County, Tennessee, being parts of lots Nos. 224, 225 and 226 on McNairy's Plan of West Nashville

Lots, as of record in Plan Book 1, page 15, and in Minute Book "O", pages 135 and 136, Chancery Court at Nashville, described according to a survey made by S. R. Sanford, Jr., Surveyor, September 6, 1946, as follows:

Beginning at the intersection of West End Avenue and Broadway, formerly Broad Street; thence with the southeasterly margin of said Avenue, westwardly 296 feet 2-1/4 inches to the easterly margin of 17th Avenue, South, formerly Addison Street; thence with the easterly margin of 17th Avenue, South, southwardly 144 feet 2 inches to the northerly margin of Broadway; thence with the northerly margin of Broadway, eastwardly 306 feet 4-1/2 inches to the beginning.

Being part of the property conveyed to Grace Alford Gold by deed from Penn Realty Company, Inc., of record in Book 4485, page 703, Register's Office for said County.

This is improved property known as 1615 Broadway, Nashville, Tennessee 37203.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging to the said DOROTHY CHASE TRABUE and COMMERCE UNION BANK OF NASHVILLE, TENNESSEE, as Trustee under an agreement with Nelson T. Trabue, et al, dated March 9, 1973, 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, except for taxes for the current year not yet due and payable.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to the said DOROTHY CHASE TRABUE and COMMERCE UNION BANK OF NASHVILLE, TENNESSEE, as Trustee under an agreement with Nelson T. Trabue, et al, dated March 9, 1973, 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 note, as each installment matures, as hereinafter provided, and for the consideration of ONE and NO/100 ($1.00) DOLLAR to us in hand paid, we, the said DOROTHY CHASE TRABUE and COMMERCE UNION BANK OF NASHVILLE, TENNESSEE, as Trustee under an agreement with Nelson T. Trabue, et al, dated March 9, 1973, do hereby transfer and convey unto J. WILLIAM VAN DERVEER, JR., 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 DOROTHY CHASE TRABUE and COMMERCE UNION BANK OF NASHVILLE, TENNESSEE, as Trustee under an agreement with Nelson T. Trabue, et al, dated March 9, 1973, do hereby agree to keep all buildings now on, or to be hereafter erected on said property, in-

sured in some reliable fire insurance company or companies authorized to do business in the State of Tennessee for at least the full insurable value thereof until the note 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 and holder of said note, as her 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 note, 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 at the maximum lawful rate.

Now, if we, the said DOROTHY CHASE TRABUE and COMMERCE UNION BANK OF NASHVILLE, TENNESSEE, as Trustee under an agreement with Nelson T. Trabue, et al, dated March 9, 1973, shall pay the note aforesaid, according to its 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 installments on the note 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 note for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said note, within thirty days from the 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 note, or any of said installments on said note then past due and unpaid, all remaining unpaid installments on said note 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. We agree that the Trustee may, at any time after default in the payment of any one of said installments on the note, 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:

FIRST: 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.

SECOND: To the payment of all taxes which may be unpaid on said premises.

THIRD: To the payment of all unpaid installments on the note herein secured, and interest, and any and all sums expended in the protection of said property, as herein authorized.

FOURTH: The residue, if any, will be paid to DOROTHY CHASE TRABUE and COMMERCE UNION BANK OF NASHVILLE, TENNESSEE, as Trustee under an agreement with Nelson T. Trabue, et al, dated March 9, 1973, their representatives or assigns.

In case of the death, absence, inability or failure to act of said Trustee at any time when action under the foregoing powers and trusts may be required, the lawful owner and holder of said note is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to J. William Van Derveer, Jr., Trustee, shall be vested in said successor.

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 GRACE ALFORD GOLD, JACK GOLD, DOROTHY CHASE TRABUE, and COMMERCE UNION BANK OF NASHVILLE, TENNESSEE, as Trustee under an agreement with Nelson T. Trabue, et al, dated March 9, 1973, have hereunto set our hands this the 13th day of June, 1974.

Grace Alford Gold
GRACE ALFORD GOLD

Jack Gold
JACK GOLD

Dorothy Chase Trabue
DOROTHY CHASE TRABUE

COMMERCE UNION BANK OF NASHVILLE, TENNESSEE, as Trustee under an agreement with Nelson T. Trabue, et al, dated March 9, 1973,

By M. Kirk Seiber Jr
Vice President

FOR AND IN CONSIDERATION of the sum of FIVE and NO/100 ($5.00) DOLLARS, cash in hand paid, and other good and valuable consideration, receipt of all of which I hereby acknowledge, I, the undersigned, Nelson T. Trabue, hereby join herein for the purpose of evidencing my consent and approval hereof and of hereby transferring and conveying to J. William Van Derveer, Jr., Trustee, his successors and assigns, all my right, title, claim and interest of whatsoever kind and nature, legal or equit-

able, if any I have, in and to the above described real estate; and I do hereby guarantee payment of said note of $206,000.00 and any and all other indebtedness secured hereby, and do further hereby waive demand, protest, and notice in event of default in the payment of said note and any other indebtedness secured hereby. Also, the order of resort to security is hereby waived and the holder of said note may resort to security simultaneously, singly or collectively.

WITNESS my hand this 1st day of July, 1974.

Nelson T. Trabue
NELSON T. TRABUE

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, Nancy Edwards, a Notary Public in and for said County and State, DOROTHY CHASE TRABUE, the within named bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and seal at Nashville, Tennessee, this the 1st day of July, 1974.

Nancy Edwards
NOTARY PUBLIC

My commission expires:

February 1, 1975

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

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me, Nancy Edwards, a Notary Public of the State and County aforesaid, personally appeared M Kirk Seeley Jr, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Vice-President of COMMERCE UNION BANK OF NASHVILLE, TENNESSEE, the within named bargainor, a banking corporation acting as Trustee under an agreement with Nelson T. Trabue, et al, dated March 9, 1973, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such Vice President.

WITNESS my hand and seal, at office in Nashville, Tennessee, this the 1st day of July, 1974.

Nancy Edwards
NOTARY PUBLIC

My commission expires:

February 1, 1975

STATE OF NEW YORK)

COUNTY OF NY)

Personally appeared before me, William J. McCarthy, a Notary Public in and for said County and State, GRACE GOLD and husband, JACK GOLD, the within named bargainors, 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 New York, New York, this 13 day of June, 1974.

William J McCarthy
NOTARY PUBLIC

WILLIAM J. McCARTHY
NOTARY PUBLIC, State of New York
No. 03-4500603
Qualified in Bronx County
Certificate filed in New York County
Commission Expires March 30, 1979

My commission expires:

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WILLIAM J. McCARTHY NOTARY PUBLIC STATE OF NEW YORK

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, Nancy Edwards, a Notary Public in and for said County and State, NELSON T. TRABUE, the within named bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 1st day of July, 1974.

Nancy Edwards
NOTARY PUBLIC

My commission expires:

February 1, 1975

NANCY EDWARDS NOTARY PUBLIC DAVIDSON COUNTY, TENN.

IDENTIF. REFERENCE ↑

JUL 2 10 09 AM '74

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

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JUL-2-74	CONV 290,000.00 ~~.00~~			
JUL-2-74	MORT'G 204,000.00 ~~.00~~			
JUL-2-74 S'TAX		A*	754.00	
JUL-2-74 S'TAX		A*	204.00	
JUL-2-74 PR'FEE		A*	.50	
JUL-2-74	W'DEED	A*	12.00	* 970.50