Send Tax Bills To:

-Buyer T. J. Villager
5005 Villa Crest Drive
Nashville, Tn. 37220

THIS INSTRUMENT PREPARED BY
AND MAIL TO
A. HARRISON JOHNSON, JR., ATTY.
TWENTY SIXTH FLOOR
FIRST AMERICAN CENTER
NASHVILLE, TENNESSEE 37239

Mail -1

INSTALLMENT DEED

BOOK 4946 PAGE 927

FOR AND IN CONSIDERATION of the sum of Two Hundred Sixty-Four Thousand Six Hundred Eleven and 10/100 Dollars ($264,611.10) of which Sixty-Six Thousand One Hundred Fifty-Two and 78/100 ($66,152.78) Dollars has been paid in cash by the grantee hereinafter named, the receipt of which is hereby acknowledged, and for the remainder, the said grantee has executed his installment deed note of even date herewith in the original principal sum of One Hundred Ninety-Eight Thousand Four Hundred Fifty-Eight and 32/100 Dollars ($198,458.32), the maturity date of which is January 5, 1978, and providing for payment of attorney's fees, and to secure the payment of the said note, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed, TRANS-NATCHEZ, LTD., a Tennessee Limited Partnership, acting by and through its General Partner, ALBERT W. BUCKLEY, JR., hereinafter called the grantor, has this day bargained and sold and does hereby transfer and convey unto SIGMA PROPERTIES, a limited partnership acting by and through its General Partners, B. R. Rechter and T. J. Villager,

[illegible]	CONV	[illegible]	
[illegible]	CONV	9,000.00	
[illegible]	CONV	[illegible]611.10	
[illegible]	MORT'G	[illegible]	
[illegible]	MORT'G	[illegible]	
[illegible]	S'TAX	A* [illegible]97.96	
[illegible]	S'TAX	A* 1[illegible]6.50	
[illegible]	PR'FEE	A* .50	
[illegible]	W'DEED	A* 16.00	* 900.96

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

herein called grantee, its successors and assigns, certain real estate in Davidson County, Tennessee as follows:

Being a tract of land in the 6th Civil District of Nashville, Davidson County, Tennessee, lying north of Rosedale Avenue, west of Waycross Drive, and southeast of L & N Railroad, formerly Tennessee Central Railway Main Line, and composed of two parcels formerly owned by Kelly and Lamay, more particularly described as follows:

BEGINNING at a concrete monument in the westerly margin of Waycross Drive, being the northeast corner of Russwurm Subdivision, as of record in Book 547, page 114; thence, with the northerly line of said Subdivision, N 83° 46' W, 333.85 feet to a concrete monument; thence, S 08° 39' W, 20.00 feet to a point; thence, with the northerly line of Melrose Heights Subdivision, as of record in Book 1835, page 11, N 76° 48' W, 283.13 feet to a concrete monument; thence, N 56° 34' W, 259.64 feet to a concrete monument; thence N 84° 36' W 84.60 feet to a point;

thence, N 56° 31' W, 145.00 feet to a concrete monument; thence, with the westerly margin of a 50-foot dedicated roadway, S33° 29' W, 95.00 feet to a concrete monument; thence, with a curve to the right having a central angle of 90° 00', a radius of 20.00 feet, 31.40 feet to a concrete monument in the northerly edge of Rosedale Avenue; thence, with said Avenue, N 56° 31' W, 90.32 feet to a point in the southeasterly right-of-way of L & N Railroad; thence, with said Railroad, N 48° 55' E, parallel with and 25 feet from the Railroad centerline, 478.00 feet to a point; thence, S 41° 05' E, 20.00 feet to a point; thence, N 48° 55' E, 285.00 feet to a point; thence, N 57° 57' W, 20.9 feet to a point in the southeasterly right-of-way of said Railroad; thence, N 48° 55' E, 110.19 feet to a point; thence, S 57° 57' E, 551.21 feet to an iron pin in the westerly margin of Waycross Drive; thence, S 8° 30' E, passing a concrete monument at 118.08 feet, the common easterly corner between Lamay & Kelly properties, a total distance of 322.28 feet to a concrete monument; thence, with a curve to the right having a central angle of 91° 14' 44", a radius of 20 feet, 31.85 feet to a concrete monument; thence, S 9° 35' E, 49.93 feet to a concrete monument; thence, with a curve to the right having a central angle of 90° 01' 24", a radius of 20 feet, 31.42 feet to a concrete monument; thence S 8° 30' E, 5.18 feet to a concrete monument; thence, with a curve to the right having a central angle of 10° 13' 50", a radius of 586.48 feet, 104.72 feet to a point; thence, S 01° 43' W, 37.36 feet to the point of beginning, containing 12.99 acres, more or less.

Being part of the said land conveyed to Trans-Natchez, Ltd. by deed from Molly Dishman Mahone, et al, of record in Book 4765, page 904, and being part of the same property conveyed to Trans-Natchez, Ltd. by deed from Frank W. Lamay and wife, Maggie Leona Lamay, of record in Book 4757, page 795, all recorded in the Register's Office for said County.

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. It covenants that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered, except as follows:

(1) Easement granted the United States of America by J. W. Russwurm et al, of record in Book 1174, page 124, being an easement for a TVA power line crossing the front of the land in question.

(2) Easements conveyed to Metropolitan Government of Nashville and Davidson County, Tennessee, for sanitary sewers and/or storm drainage of record in Book 4712, page 496, Register's Office.

(3) Easement for electric power transmission line granted United States of America from Thomas W. Gardner, et al, by grant of record in Book 1153, page 409, Register's Office for Davidson County, Tennessee.

(4) Easement for sanitary sewers and/or storm drainage granted Metropolitan Government of Nashville and Davidson County, Tennessee, by Mrs. H. J. Kelly, across premises as set out in instrument of record in Book 4260, page 625, said Register's Office.

(5) Easement for electric power transmission lines granted United States of America, from H. J. Kelly and wife, Mabel D. Kelly, by grant of record in Book 1163, page 102, said Register's Office. The foregoing easement is further set forth as TVA

Tract No. CN-138, as appears of record in Book 1205, page 5, said Register's Office.

(6) 1974 taxes, which have been prorated and assumed by grantee.

It further covenants and binds itself, its successors and assigns, to warrant and forever defend the title to the said real estate to said grantee, its successors and assigns, against the lawful claims of all persons.

Release Provisions: Grantor agrees to release Grantee by Quit-claim Deed from the lien of this Installment Deed, at any time after the year 1974 and from time to time after the year 1974, any part of the property herein described immediately upon the receipt of a written request by Grantee accompanied by a boundary survey by a licensed surveyor paid for by Grantee, which shows the location of the part of the property to be released and which also shows the amount of acreage contained therein, provided that:

1. Grantee shall have made, either in the form of down payment at the closing, annual installment of principal, or prepayment of principal, a payment in an amount equal to $25,462.96 per acre for property to be released, and a proportionate amount for any fraction of an acre.

2. After the release of the first parcel hereunder, all succeeding parcels to be released must be contiguous to parcels previously released.

3. Any such release shall not leave any portion of the property remaining subject to this lien isolated having less road frontage and having a materially (i. e. less than $20,370.37 value per acre) different value than prior to such release.

4. Grantee shall not be in default in payment of interest or principal on said note or performance of the other covenants and conditions contained therein and in this Installment Deed.

AND NOW, for the purpose of better and more effectually securing the payment of said lien note, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said note, as it matures, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said grantees herein do hereby transfer and convey unto Ervin M. Entrekin, 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 their replacement value 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 note 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 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 notes, or any of said notes 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 Davidson County 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 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 the unpaid note herein secured, and any and all sums expended in the protection of said property, as herein authorized.

FOURTH: The residue, if any, will be paid to the grantees herein, their heirs, representatives or assigns.

In case of 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 note, 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 16th day of August, 1974.

GRANTOR:

TRANS-NATCHEZ, LTD.

By: Albert W. Buckley, Jr.
Albert W. Buckley, Jr., General Partner

GRANTEE:

SIGMA PROPERTIES, a limited partnership acting by and through its General Partners:

B. R. RECHTER, General Partner

T. J. VILLAGER, General Partner

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $264,611.10.

AFFIANT

Subscribed and sworn to before me this the 15 day of August, 1974.

NOTARY PUBLIC

COMMISSION EXPIRES: FEB. 12, 1975

C68752

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IDENTIF. REFERENCE

AUG 26 3 46 PM '74

FELIX A. POTTS, REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said ~~County and~~ State, the within named BEN R. RECHTER, the 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 15 day of August, 1974.

NOTARY PUBLIC

COMMISSION EXPIRES: FEB. 12, 1975

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said ~~County and~~ State, the within named TIMOTHY J. VILLAGER, the 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 15 day of August, 1974.

NOTARY PUBLIC

COMMISSION EXPIRES: FEB. 12, 1975.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named THOMAS E. VILLIGER, the 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 _____ day of _____, 1974.

NOTARY PUBLIC

COMMISSION EXPIRES: _____.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named ROBERT R. HOOVER, the 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 _____ day of _____, 1974.

NOTARY PUBLIC

COMMISSION EXPIRES: _____.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared ALBERT W. BUCKLEY, JR., with whom I am personally acquainted, and who, upon oath, acknowledged himself to be General Partner of TRANS-NATCHEZ, LTD., the within named bargainor, a limited partnership, and that he as such General Partner, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the limited partnership by himself as General Parter.

Witness my hand and seal, at office in Nashville, Tennessee, this 15 day of August, 1974.

NOTARY PUBLIC

COMMISSION EXPIRES: FEB. 12, 1975.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared B. R. RECHTER and T. J. VILLAGER, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be General Partners of SIGMA PROPERTIES, the within named bargainor, a limited partnership, and that they as such General Partners, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the Limited Partnership by themselves as General Partners.

WITNESS my hand and seal, at office in Nashville, Tennessee, this 15 day of August, 1974.

NOTARY PUBLIC

COMMISSION EXPIRES: Feb. 12, 1975.