BOOK 4856 PAGE 595

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD-4

FROM

Mark Parrish et ux

Jeanne Parrish

Please Mail Back To
JOHN G. DOAK
2525 Lebanon Road
Nashville, Tenn. 37214

TO

Charles J. Resha III

Roger K. Garner

For draftsman's use

PREPARED BY:

John G. Doak, Attorney
2525 Lebanon Road
Nashville, Tenn. 37214

Please Mail To
JOHN G. DOAK
2525 Lebanon Road
Nashville, Tenn. 37214

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Charles J. Resha III and Roger K. Garner (NAME)	Same (NAME)	96-13
Lot 1 Sec. 9 Parrish Comm. Pk. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	177
Nashville, Tenn. (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	60

(FOR REGISTER'S USE)

IDENTIF. REFERENCE T

OCT 1 9 50 AM '74

FELIX Z. HASSELL REGISTER
DAVIDSON COUNTY, TENN.

G73318

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $135,000.00 x Roger K Garner
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 20th DAY OF September, 1974

Helen S. Barker
Notary Public

MY COMMISSION EXPIRES: 11 August 1975

(AFFIX SEAL)

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

FOR AND IN CONSIDERATION OF the sum of One Hundred Thirty-five Thousand and no/100 ($135,000.00) DOLLARS

of which $ 8,000.00 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 an installment deed note of even date payable to the order of Mark Parrish et ux, Jeanne Parrish in the principal amount of $127,000.00 together with interest at the rate of 7 1/2% per annum; payable in 360 successive, equal, monthly installments of $888.01 each commencing on the 1st day of November, 1974; said payments include both principal and interest. Said note may be paid in full at any time provided grantees herein give grantors herein 60 days written notice by registered mail.

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,

Mark Parrish et ux Jeanne Parrish

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Charles J. Resha III and Roger K. Garner

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: A tract of land in the 3rd Civil District of Davidson County, Tennessee known as Lot 1 Parrish Commercial Park Section 9 as of record in Book 4715, page 163, Register's Office for Davidson County, Tennessee.

Said lot 1 of Section 9 begins at a concrete monument on the northeasterly margin of the proposed New Elm Hill Pike at a point which is 873.25 feet to the northwest of the westerly margin of Donelson Pike; thence with a curve to the right with a radius of 914.95 ft. and with the northeasterly margin of said proposed New Elm Hill Pike a distance of 74.76 ft. to a concrete monument; thence continuing with said margin north 33° 37' west 187.92 ft. to a concrete monument on said margin; thence continuing with said margin and a curve to the left with a radius of 994.93 ft., a distance of 141.97 ft. to a concrete monument at the beginning of a curve with a radius of 25 ft.; thence with said curve a distance of 39.27 ft. to a concrete monument; thence continuing north 46° 46' east 11.37 ft. to a concrete monument; thence with a curve to the right with a radius of 147.20 ft., a distance of 144.69 ft. to a concrete monument; thence south 76° 55' east 37.50 ft. to a concrete monument; thence north 7° 45' 07" east 18.64 ft. to a concrete monument on the southerly margin of Old Elm Hill Pike; thence with said southerly margin of Old Elm Hill Pike south 79° 33' east 50 ft. to a concrete monument on said margin; thence leaving said margin south

This is improved ( ) property, known as _____ (House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

Description continued on attached page

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 transfer and convey unto John G. Doak 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 $ full insurable 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 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 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 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 notes 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 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 20th day of Sept 19 74

Mark Parrish: Mark Parrish

Charles J. Resha III: Charles J. Resha III

Jeanne Parrish: Jeanne Parrish

Roger K. Garner: Roger K Garner

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 Mark Parrish and wife, Jeanne Parrish and Charles J. Resha III and Roger K. Garner the 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 Nashville, Tennessee, this 20th day of Sept., 1974.

Helen L. Sandos, Notary Public

Commission expires 11 August 1975.

HELEN L. SANDOS NOTARY PUBLIC DAVIDSON COUNTY, TENN.

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

OCT-1 74	CONV	90,000.00		
OCT-1 74	CONV	45,000.00		
OCT-1 74	MORT'G	90,000.00		
OCT-1 74	MORT'G	37,000.00		
OCT-1 74	S'TAX		A*	351.00
OCT-1 74	S'TAX		A*	125.00
OCT-1 74	PRFEE		A*	50
OCT-1 74	WDEED		A*	6.00 * 482.50

Witness my hand and seal, at office in, this day of, 19.....

....., Notary Public.

Commission expires .....

Description continued

10° 27- west 80 ft. to a concrete monument; thence south 13° 58' 28" east 110.97 ft. to a concrete monument; thence south 40° 16' east 169.19 ft. to a concrete monument; thence south 51° 41' 41" west 147.62 ft. to the point of beginning and containing 82,959 square feet more or less.

Being the part of the same property conveyed to Mark Parrish and wife, Jeanne Parrish, be deed from R. L. Freeman, Trustee, with full powers, of record in Book 4560, page 424, Register's Office for Davidson County, Tennessee.

Please Mail Back To
JOHN C. DOAK
2525 Lebanon Road
Nashville, Tenn. 37214