Mail Back to
Aurora Publishers
118 16th Ave South
Nashville, Tennessee

This instrument was prepared in the office of Gilbert, Whitley, Leaver

# Installment Deed

BOOK 4878 PAGE 55

Third [illegible] Nashville, [illegible]

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Aurora Publishers, Inc. | Same | By [illegible] |
| (NAME): 118 16th Avenue So. | (NAME): | Map 93-13 |
| (STREET ADDRESS OR ROUTE NUMBER): Nashville, Tennessee | (STREET ADDRESS): | Par. 7 |
| (CITY) (P. O. ZONE) (STATE) | (CITY) (ZONE) (STATE) | Map 93-9 Par 204-205 |

FOR AND IN CONSIDERATION of the sum of ---Five Hundred Fifty Thousand and 00/100----------($550,000.00) Dollars, of which ---One Hundred Thousand and 00/100----------($100,000.00) Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder ---Four Hundred Fifty Thousand and 00/100----------($450,000.00) Dollars, Aurora Publishers, Inc., a Tennessee corporation ha S executed its promissory note, of even date herewith, payable to Horace Small Manufacturing Company,

C 82825

IDENTIF. REFERENCE
DEC 30 3 07 PM '74
REGISTER'S OFFICE
DAVIDSON COUNTY, TENN.

| | | | |
|---|---|---|---|
| DEC 30 74 | CONV | * | 550,000.00 |
| DEC 30 74 | MORT'G | * | 450,000.00 |
| DEC 30 74 | S'TAX | | A* 1,430.00 |
| DEC 30 74 | S'TAX | | A* 448.00 |
| DEC 30 74 | PR'FEE | | A* .50 |
| DEC 30 74 | DEED | | A* 6.00 |
| | | | A* 1,884.50 |

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, Horace Small Manufacturing Company, a Tennessee corporation, have this day bargained and sold, and do hereby transfer and convey unto the said Aurora Publishers, Inc., its (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

(See Description Attached as Exhibit "A")

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $ 550,000.00

Subscribed and sworn to before me, this the 20th day of December, 19 74

Affiant

My commission expires: 11/14/78 (Affix Seal)

Notary Public

GILBERT NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

This is unimproved (X) improved (X) property, known as McGavock Street, Nashville, Tennessee. (House Number) (Street) P. O. Address (City or Town) 118 16th Avenue South, Nashville, Tennessee

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Aurora Publishers, Inc., its (successors), 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 successors and representatives, to warrant and forever defend the title to said real estate to said Aurora Publishers, Inc., its (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 Aurora Publishers, Inc., hereinafter referred to as trustors, hereby transfer and convey unto Harris A. Gilbert, 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 $ ....., 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 Registers 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.*

*Witness* our *hand*S *this* 20th *day of* December, *19*74, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

HORACE SMALL MANUFACTURING COMPANY
BY Irvin L. Small
Its President

AURORA PUBLISHERS, INC.
BY Norma de Lorenzo
Its President

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

*Before me,* the undersigned, *a Notary Public of the State and County aforesaid, personally appeared* Irvin L. Small *with whom I am personally acquainted, and who, upon oath, acknowledged* himself *to be* President *of the* Horace Small Manufacturing Company, *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* 20th *day of* December, *19*74.

Notary Public

*Commission expires* 11/14/78

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

*Before me,* the undersigned, *a Notary Public of the State and County aforesaid, personally appeared* ..... *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* President *of the* Aurora Publishers, 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* him *self as* President.

*Witness my hand and seal, at office in* Nashville, Tennessee *this* 20th *day of* December, *19*74.

Notary Public

*Commission expires* 11/14/78

INSTALLMENT DEED

FROM

TO

Mail Back to
Aurora Publishers
118 16th Avenue
Nashville,
Tennessee

Compliments of
GUARANTY TITLE
Office of
CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

(This sheet is attached to and made a part of deed dated December 20, 1974, conveying the following described property from Horace Small Manufacturing Company to Aurora Publishers, Inc.)

DESCRIPTION:

Four tracts of land in Davidson County, Tennessee, described as follows, to-wit:

TRACT NO. 1: Being the west 35 feet of Lot 197 and the east 35 feet of Lot 199 in McNairy's West Nashville plan of record in Plan Book No. 1 of the Chancery Court, page 15, fronting 70 feet on the north side of Demonbreum Street, and running back between parallel lines, 166 feet to an alley, being the same land conveyed by James Whitworth and wife, Martha Bowling Whitworth, to W. I. Lightfoot by deed dated September 7, 1907, and recorded in Book 340, page 571. Said property herein conveyed begins at a point in the northern margin of Demonbreum Street 158 feet east from the northeast corner of Demonbreum Street and Sixteenth Avenue South or Belmont Avenue, running thence with the northern margin of Demonbreum Street, easterly 70 feet; thence northerly at right angles to Demonbreum Street, 166 feet to an alley; thence along the southern margin of said alley, westerly 70 feet; thence southerly at right angles 166 feet to the beginning.

TRACT NO. 2: Being part of Lots Nos. 199 and 201 on McNairy's Plan of West Nashville Lots, as of record in Book No. 9, page 322, Register's Office for said County, described as follows:
Beginning at the southeast corner of 16th Avenue South, formerly Belmont Avenue or Mulberry Street and an alley, being the northwest corner of said Lot No. 201; thence with the southerly margin of said alley, easterly 158 feet; thence southerly, parallel with said Avenue, 82 1/2 feet to a stake 82 1/2 feet northerly from the northerly margin of Demonbreum Street; thence westerly, parallel with said Street, 158 feet to the easterly margin of 16th Avenue South; thence northerly with the easterly margin of said Avenue, 82 1/2 feet to the beginning.

TRACT NO. 3: Being the easterly 67.2 feet of the northerly part of Lot No. 135 on the plan of McNairy's West Nashville Lots, as of record in Book 9, pages 322 and 323, Register's Office for said County, and Minute Book "C", pages 136 and 137, Chancery Court at Nashville, and more fully described as follows:
Said part of Lot No. 135 fronts 67.2 feet on the southerly side of McGavock Street and runs back 114.4 feet on the easterly line and 114.1 feet on the westerly line to a dead line, measuring 67.2 feet thereon.
Also a right-of-way from the alley in the rear of said Lot 135 across the rear 53.6 feet, more or less, of said Lot No. 135 to the property herein described for ingress and egress to and from said property, for deliveries of coal or other things, said right-of-way to be wide enough for the passage of trucks, wagons and like vehicles.

TRACT NO. 4: Being the westerly 48 feet of Lot No. 133 in McNairy's Plan of West Nashville Lots, as of record in Book 9, page 322, in the Register's Office for said County, and in Minute Book "C", pages 136 and 137, Chancery Court at Nashville, and more fully described as follows:

Beginning on the southerly margin of McGavock Street at the corner of Lots Nos. 133 and 135; thence with the southerly margin of said Street, eastwardly 48 feet, more or less, to Carrie Matthews' northwest corner; thence with her westerly line, southwardly 166 feet to the northerly margin of an alley; thence with said alley, westwardly 48 feet, more or less, to the corner of Lots Nos. 133 and 135; thence northwardly, with the line between said two lots, 166 feet to the beginning.

Being the same property conveyed to Horace Small Manufacturing Company, by deed from Irvin L. Small and Richard M. Small, of record in Book 4777, page 126, Register's Office for Davidson County, Tennessee.

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

EXHIBIT "A"