This instrument prepared by John W. Nelley, Jr., Attorney, 26th Floor First American Center, Nashville, Tennessee 37238

Mail

INSTALLMENT DEED BOOK 4889 PAGE 541

ADDRESS NEW OWNER AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Gordon J. Baird, Jr., Trustee 807 West Main Street Hendersonville, Tennessee 37075	SAME	Map 94 Par. 138

FOR AND IN CONSIDERATION OF the sum of TWENTY-FOUR THOUSAND TWO HUNDRED AND NO/100 ($24,200.00) DOLLARS of which $7,018.00 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 one (1) note of even date herewith in the principal amount of $17,182.00, payable in one installment on the 7th day of July, 1975, plus on said date, interest on the unpaid principal balance remaining from time to time at the rate of seven (7%) percent per annum and providing for payment of attorney's fees, and to secure the payment of said note, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

RIVERHILLS, INC., hereinafter called the Grantor, has this day bargained and sold, and does hereby transfer and convey unto GORDON J. BAIRD, JR., TRUSTEE, with full power to mortgage, sell, lease, encumber, restrict, transfer and convey without the joinder of any beneficiary, herein called Grantee, his successors and assigns, certain real estate in Davidson County, Tennessee, as follows:

A tract of land located in the Third Civil District of Davidson County, Tennessee being Lot 5-C on the plat of River Hills Industrial Park as of record in Book 4660, page 121, Register's Office for Davidson County and being more particularly described as follows:

COMMENCING at an iron pin in concrete in the west line of Spence Lane at the south terminus of a 25' radius return in the southwest quadrant of the intersection of Clovernook Drive and Spence Lane and go the following courses to the point of beginning:

Along the west line of Spence Lane in a southerly direction with a 531.07' radius curve to the right a distance of 135.09' to an iron pin in concrete; thence, South 9° 33' 30" West a distance of 206.80' to an iron pin and the point of beginning and proceeding as follows: Continuing South 9° 33' 30" West a distance of 172.86' to a concrete monument; thence, Leaving the west line of Spence Lane, North 80° 26' 30" West a distance of 278.72' to a concrete monument; thence, North 7° 44' 08" East a distance of 172.95' to an iron pin; thence South 80° 26' 30" East a distance of 284.22' to the point of beginning and containing 1.1 acres, more or less.

This conveyance is subject to the owner's certificate, notes, easements and setback lines as shown on the plat of record in Book 4660, page 121, said Register's Office.

BEING part of the same property conveyed to Riverhills, Inc., a Tennessee corporation, by deed from William R. Carter and wife, et al, of record in Book 4495, page 41, said Register's Office and amended in Book 4495, page 46, said Register's Office.

This is unimproved property

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, his successors and assigns forever. It does covenant 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 in unencumbered, except as otherwise indicated herein and except for the 1975 taxes.

It does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the said real estate to said Grantee, his successors 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 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 ($1.00), to it in hand paid, I, the said Grantee herein do hereby transfer and convey unto John W. Nelley, 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. I, the said Grantee 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 the fair market value of any improvements 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 his interest may appear. I 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 I fail to do either, 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. Now, if I, the said Grantee, shall pay the note aforesaid when due, 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 I fail to pay the said note or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; I 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 (30) 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 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 (20) days' notice by three publicationsin any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the Courthouse 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. I 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. I 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 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.

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

Third: To the payment of all unpaid notes 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 Grantee herein, his successors and 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 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 Grantor and Grantee, have hereunto set our hands this the 7th day of January, 1975.

RIVERHILLS, INC.

BY: Robert C. H. Mathews, Jr.
Robert C. H. Mathews, Jr.

GORDON J. BAIRD, JR., TRUSTEE

C 8762 27

IDENTIF. REFERENCE

FEB 14 8 50 AM '75

DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer if $24,200.00.

AFFIANT

Subscribed and sworn to before me, this the 7th day of January, 1975.

NOTARY PUBLIC

NOTARY PUBLIC DAVIDSON COUNTY TENN.

MY COMMISSION EXPIRES: 1-29-78

FEB 14 75	CONV	24,200.00			
FEB 14 75	MORT'G	17,182.00			
FEB 14 75	S'TAX		A*	62.92	
FEB 14 75	S'TAX		A*	15.20	
FEB 14 75	PR'FEE		A*	.50	
FEB 14 75	W'DEED		A*	8.00	* 86.62

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared ROBERT C. H. MATHEWS, JR., with whom I am personally acquainted, and who, upon oath, acknowledged himself to be President of RIVERHILLS, 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 himself as President.

WITNESS my hand and seal, at offfice in Nashville, Tennessee this 7th day of January, 1975.

Patty J. Elliott
NOTARY PUBLIC

MY COMMISSION EXPIRES: 1-29-78.

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 GORDON J. BAIRD, JR., TRUSTEE, 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 7TH day of January, 1975.

[illegible]
NOTARY PUBLIC

MY COMMISSION EXPIRES: 8-8-77

STATE OF TENNESSEE)
COUNTY OF SUMNER)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named GORDON J. BAIRD, JR., TRUSTEE, 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 Hendersonville, Tennessee, this 28 day of January, 1975.

Paulette P. Oldham
NOTARY PUBLIC

COMMISSION EXPIRES: 1-22-79.