PREPARED BY
W. L. Foster, Atty
325 Plus Park Blvd
Nash, Tenn.

Installment Deed

BOOK 4926 PAGE 875

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mid-America Properties, Inc.	SAME	11D65650
(NAME:)	(NAME:)	51-E
1111 Gallatin Road		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	109 pt
Nashville, Tennessee 37206		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED TWENTY-FIVE THOUSAND AND NO/100------ ($125,000.00)------ *Dollars, of which* TWELVE THOUSAND FIVE HUNDRED AND NO/100------ ($12,500.00)------ *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* ONE HUNDRED TWELVE THOUSAND FIVE HUNDRED AND NO/100 ---------(($112,500.00)------ *Dollars, the undersigned* Mid-America Properties, Inc. *has executed*

a Deed of Trust Note of even date payable to the order of Grantor, in semi-annual installments, each in the amount of $5,625.00, coming due on the first day of December and the first day of June of each year beginning with December 1, 1975, and continuing until the entire balance of principal and interest has been fully paid.

Josephine C. Fleming, wife of Sam M. Fleming, signs the instrument for the purpose of waiving her dower and homestead rights.

~~A COPY OF NOTE IS ATTACHED HERETO AND MADE A PART OF.~~

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, I, the undersigned, Sam M. Fleming

~~has~~ *this day bargained and sold, and* ~~do~~ *hereby transfer and convey unto the said* Mid-America Properties, Inc.
does

its (successors), ~~and~~ and assigns, *certain real estate in Davidson County, Tennessee, as follows:*

Land in Davidson County, Tennessee, being Lot No. 3, page of a 50 foot abandoned street dedication, and part of the Old Gallatin Interurban Railroad right-of-way, all on the plan of Due West Montague, of record in Book 547, page 115, Register's Office for said County, described as follows:

Beginning on the easterly margin of Gallatin Pike at the southwest corner of the property conveyed to Reserve Development Company of record in Book 4229, page 624, said Register's Office; thence with said Reserve Development Company's southern boundary line easterly 280.95 feet; thence southerly 75 feet; thence westerly 310 feet, more or less, to the easterly margin of Gallatin Pike; thence with the same northerly 86 feet to the beginning.

Being the same property conveyed to Sam M. Fleming by deed from Sherman E. Nickens and wife, Dorothy D. Nickens, of record in Book 4584, page 560, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 125,000.00

Subscribed and sworn to before me, this the ____ day of June, 19 75

Affiant

My commission expires 11-15-77 (Affix Seal)

Notary Public

Unimproved ( )
This is improved (X) property, known as 1111 Gallatin Road, (House Number) (Street) Nashville, (P. O. Address:) Tennessee 37206 (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Mid-America Properties, Inc. its (successors), ~~and~~ and assigns *forever. I do covenant that I am 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 utility easements and Metro taxes for 1975 which are prorated as of date of deed and which grantee assumes. *I further covenant and bind myself and my heirs and representatives, to warrant and forever defend the title to said real estate to said* Mid-America Properties, Inc. its (successors), ~~and~~ and assigns, *against the lawful claims of all persons.*

JUN26'75 CONV $125,000.00
JUN26'75 MTG TAX A★ 325.00
JUN26'75 INT TAX A★ 110.50
A★ .50
A★ 4.00 ★ 440.00

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 case of the non-payment of ~~said note~~ or any of said installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar, cash in hand paid by the Trustee, receipt of which is acknowledged, the said Mid-America Properties, Inc.
Trustor

hereinafter referred to as ~~Mortgagor~~ *has bargained and conveyed into* John A. Hubbard *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:*

~~Mortgagor~~ *agrees 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* $ 30,000.00 *, 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.*

JUN26'75 RECD

Trustor

Trustor 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.

trustor

Now, ~~Xxxxxx~~ 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 hands this 25th day of June, 19 75, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

Sam M. Fleming

Josephine C. Fleming

MID-AMERICA PROPERTIES, INC.

BY: James H. Benson President
James H. Benson

ATTEST: Peggy Hardwick Secretary
Peggy Hardwick

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Sam M. Fleming and Josephine C. Fleming

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 25th day of June, 19 75

Jeanette J. Simpson Notary Public

Commission expires 2-16-77

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared James H. Benson and Peggy Hardwick, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be President and Secretary of the Mid-America Properties, Inc. the within named bargainor, a corporation, and that they as such President and Secretary, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by themselves President and Secretary

Witness my hand and seal, at office in Nashville, this 25th day of June, 19 75

Jeanette J. Simpson Notary Public

Commission expires 2-16-77

INSTALLMENT DEED

FROM SAM M. FLEMING

TO MID-AMERICA PROPERTIES, INC.

TO JOHN A. HUBBARD, TRUSTEE

D 04530

IDENTIF. REFERENCE

JUN 26 1 45 PM

FELIX Z. WILSON JR REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

GUARANTY TITLE

Office of

CHICAGO TITLE INSURANCE COMPANY

American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE