(Instrument prepared by Metro Legal Dept. for Div. of Public Property Adm.)

FORM 1003 INSTALLMENT DEED — TENNESSEE TITLE COMPANY Map 93-13, Par. 134

BOOK 4934 PAGE 703

FOR AND IN CONSIDERATION OF the sum of $50,000.00 DOLLARS

of which $ 7,500.00 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 a Note of even date herewith, in the amount of Forty-Two Thousand Five Hundred and NO/100 ($42,500.00) Dollars, payable in equal installments of Five Hundred Fifteen and 65/100 ($515.65) Dollars, on the 20 day of Aug., 1975 and on the same date of each month thereafter for 120 months. Said amount of Five Hundred Fifteen and 65/100 Dollars ($515.65) includes both principal and interest at 8%.

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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,

The Metropolitan Government of Nashville & Davidson County, Tennessee,

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

Fred L. Foster

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 8 in the Old B. Hayes Plan of small lots, which Plan is of record in Plan Book No. 1, page 69 of the Chancery Court of Davidson County, Tennessee.

Said Lot No. 8 fronts 50 feet on the West side of Sixteenth Avenue, South, Nashville, Tennessee and extends back Westwardly between parallel lines 150 feet to an alley in the rear.

Being the same property conveyed to the Metropolitan Government of Nashville and Davidson County, Tennessee, by deed from Leon Gilbert, as of record in Book 4257, page 757, R.O.D.C., Tennessee.

Ordinance No. 74-852 provides that the following covenant shall run with the property herein conveyed and reads as follows: "No structure shall be built within 20 feet of the right-of-way of 16th Avenue, South".

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

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 J.M. Whitsitt, Jr., Tr. 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 $ 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 herein, 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 tenor, 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; or 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 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 notes hereby 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 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 22 day of July 19 75.

Fred L Foster

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, George W. Himes, a Notary Public in and for said County and State, the within named Fred L. Foster 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 this 22nd day of July 1975

Commission Expires May 1, 1979 George W Himes Notary Public.

IN WITNESS WHEREOF, THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE, has caused this instrument to be executed by the Mayor, duly authorized in Metropolitan County Council Ordinance No. 74-852, so to act on its behalf, this 17th day of July, 1975.

Approved as to Form and Legality:

IDENTIF. REFERENCE Jul 23 2 13 PM '75 REGISTER'S OFFICE DAVIDSON COUNTY, TENN.

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE

BY: Beverly Briley

Beverly Briley Mayor

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STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, George W. Himes, a Notary Public in and for the State and County aforesaid, personally appeared Beverly Briley, with whom I am personally acquainted and who, upon his oath, acknowledged himself to be the Mayor of THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE, and that he as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE, by the said Mayor, as such.

Witness my hand and official seal at Nashville, Tennessee, this the 22nd day of July, 1975.

George W. Himes

Notary Public

GEORGE W. HIMES NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission expires: 5/1/79