Installment Deed

BOOK 4946 PAGE 444

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Bernard W. Taylor, Jr.	Same	16W-5470
(NAME)	(NAME)	16W-5480
908 Eighth Avenue, South		16W-6525
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	16W-6520
Nashville, TN 37203		105-2-264
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	105-2-282
		105-2-283

FOR AND IN CONSIDERATION of the sum of Sixty Thousand and 00/100 (60,000.00) ---------- *Dollars,*

of which Five Thousand and 00/100 (5,000.00)---------- ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder of Fifty-five Thousand and 00/100 (55,000.00)---------- *Dollars,*

Bernard W. Taylor, Jr doing business as Chuck Taylor Industries,

has executed

his promissory note of even date herewith payable to the order of Grantors in 60 monthly payments of $595.38 each, with the first of said monthly payments due on October 1, 1975, and on the like day of each succeeding 59 months until paid in full. Payments as made shall be applied first to interest to date at the rate of 8 per cent per annum, and balance to principal;

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, Louie C. Hansberger and wife, Elizabeth D. Hansberger, and Homer M. Lampley (also known as H. M. Lampley) and Louie C. Hansberger (also known as L. C. Hansberger), partners, d/b/a Hansberger and Lampley, *have this day bargained and sold, and do hereby transfer and convey unto the said* BERNARD W. TAYLOR, JR. doing business as CHUCK TAYLOR INDUSTRIES, his

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

TRACT I:

Being Lot No. 5 in Bass' Second Addition to the City of Nashville, as of record in Book 21, page 114, Register's Office for said County.

Said Lot No. 5 fronts 50 feet on the easterly side of 8th Avenue South, as widened, and runs back between lines, 158.9 feet more or less to an alley.

Being the same property conveyed to Homer M. Lampley and Louie C. Hansberger, partners, d/b/a Hansberger and Lampley by deed from E. B. Berry and wife, of record in Book 4284, page 92, Register's Office for said County.

TRACT II:

Being Lot No. 6 on the Plan of John M. Bass' Second Addition, as of record in Book 21, page 114, Register's Office for said County.

Said Lot No. 6 fronts 50 feet on the easterly side of 8th Avenue South, as widened; and runs back 158.9 feet on the northerly line and 158.95 feet on the southerly line to an alley, measuring 50 feet thereon.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 60,000.00

Affiant

Subscribed and sworn to before me, this the 22nd day of August, 1975

Notary Public

My commission expires: 4-22-77

(Affix Seal)

Said property being the same conveyed to L. C. Hansberger and H. M. Lampley, d/b/a Hansberger and Lampley, by deed from Lillian Wyatt Allen of record in Book 1511, page 83, said Register's Office.

TRACT III:
Being parts of Lots 26 and 27 on the Plan of Bass' Second Addition of record in Book 21, page 114, Register's Office for said County, described according to a survey by Barge, Waggoner, Sumner and Cannon, Engineers, dated December 14, 1971, as follows:

BEGINNING at an iron pin in the easterly margin of Alley No. 402 at a point 200 feet south of Bass Street; thence leaving said Alley, north 88° 15' east 77 feet to an iron pin in the westerly margin of the right of way of Interstate I-40; thence along said right of way and along the access controlled fence, south 19° 09' east 104.6 feet to an iron pin; hhence leaving said right of way, south 88° 15' west 108.6 feet to an iron pin in the easterly margin of Alley No. 402; thence with the same north 1° 35' west 100 feet to the point of beginning.

Being the same property conveyed to Louie C. Hansberger and wife, Elizabeth D. Hansberger by deed of record in Book 4601, page 630, Register's Office for said County.

Said tracts are subject to restrictions of record in Book 4220, page 723, and in Book 4601, page 630, said Register's Office; and to 15-foot utility easement along westerly boundary of the property (applies to Tract III only).

This is unimproved (X) improved ( ) property, known as 908 and 910 8th Avenue, South, Nashville
(House Number) (Street) P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Bernard W. Taylor, Jr. d/b/a Chuck Taylor Industries, his *(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.* Taxes for 1975 to be pro rated and assumed by Grantee.

AUG29 IN	CONV	60,000.00			
AUG29 IN	MORT'G	55,000.00			
AUG29 IN	S'TAX		A*	156.00	
AUG29 IN	S'TAX		A*	53.00	
AUG29 IN	PR'FEE		A*	.50	
AUG29 IN	W'DEED		A*	6.00	* 215.50

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Grantee, his *(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 Bernard W. Taylor, Jr., d/b/a Chuck Taylor Industries, *hereinafter referred to as trustors, hereby transfer and convey unto* O. B. Hofstetter, Jr., *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 $insurable/value, *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 Register's 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.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 29th *day of* August, *19*75.

THIS INSTRUMENT PREPARED BY:
O. B. Hofstetter, Jr., Attorney
Home Federal Tower, 8th Floor
230 Fourth Avenue, North
Nashville, Tennessee 37219

Louie C. Hansberger

Elizabeth D. Hansberger

HANSBERGER AND LAMPLEY, Partners

By Louie C. Hansberger

By Homer M. Lampley

Bernard W. Taylor, Jr.

REFERENCE AUG 29 11 24 AM '75 REGISTER'S OFFICE

D1 3396

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Eunice Miller, *a Notary Public in and for said County and State,* Louie C. Hansberger, Elizabeth D. Hansberger, and Homer M. Lampley, Bernard W. Taylor, Jr.

the within named bargainor S., *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* 29 *day of* August, *19*75.

NOTARY PUBLIC DAVIDSON COUNTY

Commission expires 10-29-77

Eunice Miller *Notary Public*