BOOK 5005 PAGE 494

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INSTALLMENT DEED Form No. WD - 4

FROM
R. L. EATHERLY ET UX,
FRANCES B. EATHERLY

TO
WALTER G. KNESTRICK

For draftsman's use
Mail To,
THIS INSTRUMENT PREPARED BY:
John G. Doak, Atty.
2525 Lebanon Rd.
Nashville, Tenn. 37214

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
WALTER G. KNESTRICK (NAME)	SAME (NAME)	135-D
2617 Grandview Ave. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	6.37 Pat
Nashville, Tenn. 37211 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

D 40149

T IDENTIF. REFERENCE

MAR 15 2 22 PM '76

FEE $ REGISTER DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 42,000.00 x Walter G. Knestrick
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 11th DAY OF March 1976

Helen Jenkins
Notary Public

MY COMMISSION EXPIRES: 2-22-79
(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Forty Two Thousand and no/100 ($42,000.00) DOLLARS

of which $ 8,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has executed an installment deed note of even date payable to the order of R. L. Eatherly and wife, Frances B. Eatherly in the principal amount of $34,000.00 payable in 5 equal, annual, installments of $6,800.00 each on the principal plus interest at the rate of 8% per annum on the unpaid principal balance. The first such annual installment of principal and interest shall be due and payable 11 March, 1977. There shall be no prepayment penalty. There shall be no McNally Drive frontage released with the aforementioned $8,000.00 down; but, with subsequent payments, the McNally Drive frontage shall be released (to the depth of the property) on the basis of $100.00 per front foot as paid by the buyer to the seller. Grantor herein agrees that there shall be provided three free water taps to the grantee, and three free sewer taps to the grantee and assigns.

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 expresly retained on the land herein conveyed,

R. L. Eatherly and wife, Frances B. Eatherly

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

Walter G. Knestrick

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

A tract of land lying in the 28th Councilmanic District of Davidson County, Tennessee, being Lot 46 on the plan of the Resubdivision of Reserve Parcel 37, Section 17, Allied Industrial Park as of record in Book 4885, page 134, Register's Office of Davidson County, Tennessee and being more particularly described as follows:

BEGINNING at a point in the southerly right-of-way line of McNally Drive as shown on the plan of the Resubdivision of Reserve Parcel 37, Section 17, Allied Industrial Park, as of record in Book 4885, page 134, Register's Office of Davidson County, Tennessee, said point being further described as a concrete monument at the northeast corner of Lot 45 on the plan of Allied Industrial Park, Section 17, as of record in Book 4715, page 71, Register's Office of Davidson County, Tennessee, and the northwest corner of the herein described Lot 46 and as being located south 87 degrees 21 minutes east 449.73 feet along said southerly right-of-way line of McNally Drive from the centerline extension of Keystone Drive; thence, with the southerly right-of-way line of McNally Drive south 87 degrees 21 minutes east 274.89 feet to a concrete monument, the beginning of a curve to the left thence, continuing with the southerly right-of-way line of McNally Drive along said curve having a radius of 1116.80 feet, a delta of 1 degree

This is unimproved ( ) improved ( ) property, known as ____ (House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

continued on attached page

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 seised 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 Isadore Schulman 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 $ full insurable value 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 therein, 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 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 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; we 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 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.
2nd. To the payment of all taxes which may be unpaid on said premises.
3rd. To the payment of all unpaid notes 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 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 notes, 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 11th day of March 19 76.

X R. L. Eatherly
R. L. EATHERLY

X Walter G. Knestrick
WALTER G. KNESTRICK

X Frances B. Eatherly
FRANCES B. EATHERLY

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 R. L. Eatherly and wife, Frances B. Eatherly and Walter G. Knestrick the bargainors, 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 11th day of March, 19 76.

Helen L. Jenkins Notary Public

Commission expires 5-20-79

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ..., a Notary Public of the State and County aforesaid, personally appeared ....., with whom I am personally acquainted, and who, upon oath, acknowledged ..... self to be ..... of the ....., the within named bargainor, a corporation, and that ..... he as such ....., being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by ..... self as .....

Witness my hand and seal, at office in .....,

this ..... day of ....., 19.....

....., Notary Public.

Commission expires .....

description continued

35 minutes 25 seconds and a tangent of 15.50 feet, a distance of 31.00 feet to an iron pin, the northeast corner of the herein described Lot 46 and the northwest corner of the property of Custom Warehousing, Inc., as of record in Book 4645, page 829, Register's Office of Davidson County, Tennessee; thence, leaving the right-of-way of McNally Drive, with the westerly line of said Custom Warehousing, Inc., Property south 6 degrees 22 minutes 15 seconds west 50.0 feet to an iron pin; thence, south 83 degrees 37 minutes 45 seconds east 44.72 feet to an iron pin; thence, south 6 degrees 22 minutes 15 seconds west 232.57 feet to an iron pin in the northerly margin of the 100 foot right-of-way being the property of Louisville and Nashville Railroad, said iron pin being further described as being the southwest corner of the property of Custom Warehousing, Inc., and the southeast corner of the herein described Lot 46; thence, with the said northerly margin of the property of Louisville and Nashville Railroad north 83 degrees 37 minutes 45 seconds west 332.90 feet to an iron pin, the southeast corner of the aforesaid Lot 45 and the southwest corner of the herein described Lot 46; thence, with the east property line of said Lot 45 north 2 degrees 39 minutes east 262.85 feet to a concrete monument, the point of beginning; containing 91,258.68 square feet or 2.10, more or less, acres.

BEING part of the same property conveyed to R. L. Eatherly and wife, Frances B. Eatherly by deeds from Charles A. Wheeler, Jr., and wife, Alice Thorne Wheeler, of record in Book 4180, page 969, and from Michael L. McNally by deed of record in Book 4502, page 340 and by deed from Harry Curlin and Peter B. Curlin of record in Book 4543, page 81, Register's Office for Davidson County, Tennessee.

MAR 15 76	CONV	47,000.00			
MAR 15 76	MORT'G	30,000.00			
MAR 15 76	S'TAX		B*	109.20	
MAR 15 76	S'TAX		B*	32.00	
MAR 15 76	PR'FEE		B*	.50	
MAR 15 76	W'DEED		B*	6.00	* 147.70