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INSTALLMENT DEED Form No. WD-4

FROM
JOYCE M. PURCELL and W. BRUCE PURCELL

TO
WEST NASHVILLE LODGE NO. 2221, LOYAL ORDER OF MOOSE

For draftsman's use

This instrument prepared by:
Earl J. Porter, Jr.
Attorney at Law
214 Third Avenue North
Nashville, Tennessee 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
West Nashville Lodge No. 2221, Loyal Order of Moose	Same	Map 114
(NAME)	(NAME)	Parcel 37
611 Robertson Ave.		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nash. Tenn 37209		
(CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIF. REFERENCE T

JUN 23 1 27 PM '76

FEE REGISTER
DAVIDSON COUNTY, TENN.

D5517

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$50,000.00 Earl Millican
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 18th DAY OF June, 1976

Darlene R. Brown
Notary Public

MY COMMISSION EXPIRES: 11-17-79

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Fifty Thousand ($50,000.00) **DOLLARS** of which $ 40,000.00 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 its one note of even date herewith payable to the order of Joyce M. Purcell, the principal sum of Ten Thousand ($10,000.00) Dollars in two equal annual installments as follows: On the 18th day of June, 1977, the sum of Five Thousand Dollars ($5,000.00), and thereafter the sum of Five Thousand Dollars ($5,000.00), the last installment, for the sum of Five Thousand ($5,000.00) Dollars being due on the 18th day of June, 1978. The unpaid principal bears interest at the rate of eight and one-half (8-1/2%) per annum, to be computed from time to time and to become due and payable on each and every payment date, all in accordance with the terms and conditions as set out in said note.

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,

JOYCE M. PURCELL AND W. BRUCE PURCELL

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

WEST NASHVILLE LODGE NO. 2221, LOYAL ORDER OF MOOSE

its successors

herein called grantees, ~~their~~ heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: Land lying wholly in the Eighth Civil District of Davidson County, Tennessee, and is described according to a survey made by Billy C. Tomlin, Surveyor, dated January 5, 1976, as follows: Bound in the general on the North by Old Charlotte Road, on the East by Highway 70 North, on the South by Fairbanks, and Knight, and on the West by Kenroy.

Beginning at a stake in the south margin of Old Charlotte Road said point being Kenroy's northeast corner, thence with the south margin with the following calls South 56° East 368 feet, South 51° East 100 feet and South 43° 15' East 208 feet to a point, thence with a curve to the right a radius of 25 feet a length of 36.2 feet to a point in the west margin of Highway 70 North, thence with the west margin South 49° 40' West 488.3 feet to a stake, thence with a curve to the right a Radius of 25 feet a length of 36.2 feet to a stake, thence with Fairbanks with the two following calls North 47° 45' West 234 feet and North 39° West 45' 107 feet to a stake, thence with Knight North 19° West 203 feet to a stake, thence with Kenroy North 25° 45' East 361 feet to a point, thence with a curve to the right a radius of 25 feet a length of 36.2 feet to the point of beginning, containing 7.2 acres, more or less.

Being the same property conveyed to Joyce M. Purcell by deed from Mary S. Siegrist, Dorothy S. Nolan, Warren B. Sloan, II, Von Stanford Sloan, and John W. Nolan, III., of record in Book 4644, Page 22, Register's Office for Davidson County, Tennessee.

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

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 John W. Nolan, III 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 $ 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 18th day of June 19 76.

W. Bruce Purcell
W. BRUCE PURCELL

Joyce M. Purcell
JOYCE M. PURCELL

WEST NASHVILLE LODGE NO. 2221, LOYAL ORDER OF MOOSE

West Nashville Lodge #2221

BY: C. D. Merkling
C. D. MERKLING, GOVERNOR

BY: Earl Milligan
EARL MILLIGAN, SECRETARY

BY: John Williams
JOHN WILLIAMS, TREASURER

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 W. Bruce Purcell and Joyce M. Purcell

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, Tennessee, this 18th day of June, 19 76

Darlene R. Brown, Notary Public.

Commission expires 11-17-79

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared C. D. Merkling, Earl Milligan and John Williams with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be Governor, Secretary and Treasurer respectively of the WEST NASHVILLE LODGE NO. 2221, LOYAL ORDER OF MOOSE, the within named bargainor, a corporation, and that they as such Officers being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by themselves said officers.

JUN23 MORTG 10,000.00
JUN23 STAX B* 130.00
JUN23 RTAX B* 8.00
JUN23 RTFEE B* .50
JUN23 DEED B* 4.00 * 142.50

Witness my hand and seal at office in Nashville, Tennessee, this 18th day of June, 19 76.

Darlene R. Brown, Notary Public.

Commission expires 11-17-79