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Installment Deed

To be assigned

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Fred Viehmann	First and Mid-South Mortgage Co.	
(NAME:)	(NAME:) P. O. Box 2568	
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee	Nashville, Tennessee 37219	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of THREE HUNDRED TWENTY FIVE THOUSAND AND NO/100 ($325,000.00)---------- *Dollars,*

of which FIFTY THOUSAND FIFTY TWO AND 59/100 ($50,052.59) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder the Grantee herein has assumed and agrees to pay the balance of an indebtedness secured by deed of trust executed by L. H. Hardaway, Jr., Trustee, to Franklin G. Clark, Trustee, of ~~xxxxx~~ Dollars, record in Book 4692, page 173, and assigned to the State Life Insurance Company by assignment of record in Book 4694, page 723, both in the Register's Office for Davidson County, Tennessee, and for the remainder sum of Fifty Thousand and No/100 ($50,000.00) Dollars, the Grantee *has* executed three (3) notes of even date herewith, payable to the order of L. H. Hardaway, Jr., Thomas F. Frist, Sr. and J. Terry Hunter in the principal amounts of Sixteen Thousand Six Hundred Sixty Six and 67/100 ($16,666.67) Dollars, Sixteen Thousand Six Hundred Sixty Six and 67/100 ($16,666.67) Dollars, and Sixteen Thousand Six Hundred Sixty Six and 66/100 ($16,666.66) Dollars, respectively, with interest at the rate of eight and one-half (8 1/2%) per cent per annum, payable in monthly installments as follows: On the 1st day of August, 1976, Three Hundred Forty-One and 94/100 ($341.94) Dollars, and thereafter fifty-nine (59) monthly installments each for a like amount payable on the 1st day of each succeeding month, which include principal and interest at the rate of eight and one-half (8 1/2%) per cent per annum until said principal amount and interest thereon have been paid in full,

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, L. H. HARDAWAY, JR., TRUSTEE, pursuant to authority set forth in Land Trust Agreement, of record in Book 4692, page 167, Register's Office for Davidson County, Tennessee,

have this day bargained and sold, and do hereby transfer and convey unto the said FRED VIEHMANN, his

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

Being the southerly 40 feet of Lot No. 1 and Lot No. 2 on the Revised Plan of Geo. W. Blair's Subdivision of Belmont Heights, as of record in Book 332, page 117, Register's Office for said County, and described according to a survey made by G & G Engineering Co., dated January 30, 1973, as follows:

Said part of Lot No. 1 and Lot No. 2 adjoin and front together 135.00 feet on the easterly margin of 21st Avenue, South, and extends back between lines, measuring 155.30 feet on the northerly line and 150.50 feet on the southerly line, which is along the northerly margin of Bernard Street, to the westerly margin of an alley on which it measures 134.49 feet thereon.

This instrument prepared by:
[illegible], McCarley, Hollins and Frist
P. O. Box 2707
Nashville, Tennessee 37219

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 325,000.00

Affiant

Subscribed and sworn to before me, this the 15th day of July, 19 76

Notary Public

My commission expires: 5-2-77
(Affix Seal)

Being the same property conveyed to L. H. Hardaway, Jr., Trustee, by deed from Thomas F. Frist, Sr. and William L. Crosley, Partners, d/b/a C & F Partnership, of record in Book 4577, page 568, and by deed from Sidco, Inc., a Tennessee corporation, of record in Book 4531, page 558, Register's Office for Davidson County, Tennessee.

unimproved ( )
This is improved (X) property, known as 2020 21st Avenue South, Nashville, Tennessee
(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 FRED VIEHMANN, his *(successors), heirs and assigns forever.* I *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 by deed of trust as hereinabove set forth, and the payment of which is assumed by the Grantee herein, and taxes for the year 1976, subject to which this conveyance is executed.

I *further covenant and bind* myself, my successors ~~heirs~~ *and representatives, to warrant and forever defend the title to said real estate to said* Fred Viehmann, 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 Fred Viehmann, *hereinafter referred to as trustors, hereby transfer and convey unto* Lewis D. Pride, *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 $ 175,000.00 *, 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.*

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.

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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 15th *day of* July, *19* 76

L. H. Hardaway, Jr., Trustee

Fred Viehmann

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Annie George, *a Notary Public in and for said County and State,* L. H. Hardaway, Jr., Trustee,

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* 15th *day of* July, *19* 76

Annie George *Notary Public*

Commission expires 9-2-79

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STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Annie Hooper, *a Notary Public in and for said County and State,* Fred Viehmann,

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 15th *day of* July, *19* 76

Annie Hooper *Notary Public*

Commission expires 5-2-77

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 .....

JUL 15 76 CONV * $ 325,000.00
JUL 15 76 MORT'G 50,000.00
JUL 15 76 S'TAX B* 845.00
JUL 15 76 S'TAX B* 48.00
JUL 15 76 PR'FEE B* .50
JUL 15 76 W'DEED B* 8.00 * 901.50

INSTALLMENT DEED

FROM

L. H. Hardaway, Jr., Trustee

TO

Fred Viehmann

D 58568

IDENTIF. REFERENCE

JUL 15 11 49 AM '76

FELIX REGISTER
DAVIDSON COUNTY, TENN.

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238