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Installment Deed

1912 Parkways Towers
Nashville, TN 37219

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
J. Brent Hurd, Trustee	Same	Map 102
(NAME): 2519 Lebanon Road	(NAME):	Par 102
(STREET ADDRESS OR ROUTE NUMBER): Nashville 37214	(STREET ADDRESS):	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Eight Hundred Thousand Dollars ($800,000.00) *Dollars,* for which J. Brent Hurd, Trustee, with full power to sell, mortgage, and convey, without joinder of any beneficiary, has executed a promissory note of even date in the principal amount of Eight Hundred Forty-Eight Thousand Dollars ($848,000.00) ($48,000.00 of which represents prepaid interest at the rate of six percent (6%) per annum for one year), said note being payable on or before _____, 2007, but subject to certain acceleration provisions set forth therein and bearing interest commencing _____, 1977, at the rate of seven and one-half percent (7-1/2%) per annum,

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,

Commerce Union Bank, its successors and assigns, has does *this day bargained and sold, and do hereby transfer and convey unto the said*

J. Brent Hurd, Trustee, with full power to sell, mortgage, and convey without joinder of any beneficiary, his *(successors), and assigns,*

certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being part of Lot No. 18 on the Map of the subdivision of Mount Hickory, as of record in Book 332, page 68, Register's Office for said County, described according to a survey made by Barge, Waggoner, Sumner & Cannon, Engineers, January 8, 1974, as follows:

Beginning at a concrete highway right-of-way monument in the northerly margin of Charlotte Pike (U.S. 70-N), said point being south 25° 30' east 19.3 feet from a concrete highway right-of-way monument located at the southeast corner of Chevron Oil Company property as of record in Book 4164, page 678, Register's Office for said County; thence north 25° 30' west 330.84 feet with the easterly line of said Chevron property and with Nashville Associates property (Book 4164, page 673, Register's Office for said County) to an existing iron pin; thence north 42° 23' west 208.67 feet with said Nashville Associates property to an iron pin; thence North 47° 37' east 230.00 feet to an iron pin; thence south 42° 23' east 242.80 feet to an iron pin; thence south 25° 30' east 365.51 feet to an iron pin in the northerly margin of Charlotte Pike; thence south 64° 38' west 230.00 feet with said margin of Charlotte Pike to the point of beginning containing 132,000 square feet

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ [illegible]

Affiant

Subscribed and sworn to before me this the 26th day of July, 1977

Notary Public

My commission expires: 5/14/78

(Notarial Seal)

or 3.03 acres, more or less.

There is also conveyed the following described easement set forth in Deed from Albert F. Ganier, Jr., Trustee, et al, to Blue Chip Properties, of record in Book 4792, page 230, Register's Office for Davidson County, Tennessee:
Together with the easement rights reserved by Grantors in deeds to Nashville Associates and to Chevron Oil Company of record in Book 4164, pages 673 and 678 respectively, said Register's Office. Grantors further grant, assign, set over, and convey to Grantee, its successors and assings, a permanent non-exclusive easement for vehicular, pedestrian and other traffic for use by any member of the public having a lawful right to transact business with or visit upon the property touching the easements herein conveyed or reserved or any future extensions thereof, over a portion of the 10.91 acre tract of Grantors to the east of the tract herein conveyed, said easement being located 20 feet north of the south boundary line of said 10.91 acre tract and extending to a line 70 feet north of said south boundary line of said tract and extending approximately 270 feet easterly from the eastern boundary of property herein conveyed.

Being the same property conveyed to Commerce Union Bank by Trustee's Deed from William N. Dearborn, Trustee, of record in Book 5054, page 413, Register's Office of Davidson County, Tennessee.

unimproved ( )
This is improved ( ) property, known as ..... (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 J. Brent Hurd, Trustee, his ..... Commerce Union Bank does ..... *(successors), heirs and assigns forever. / covenant that* it is *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.*

Commerce Union Bank does assigns, / *further covenant and bind* itself, its successors and / ~~heirs executors~~ *to warrant and forever defend the title to said real estate to said* J. Brent Hurd, Trustee, 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 K/ J. Brent Hurd, Trustee, *hereinafter referred to as trustors, hereby transfer and convey unto* William N. Dearborn *, 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 $....., 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 29 day of SEPT *, 19 76*

attest: Henry K. Weiss V.P.

COMMERCE UNION BANK

BY: Kathryn Bradford

J. Brent Hurd, Trustee

J. Brent Hurd, Trustee

William N. Dearborn, Trustee

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, ... *, a Notary Public in and for said County and State,* William N. Dearborn, 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* ..... *day of* ..... *, 19* .....

..... *Notary Public*

Commission expires .....

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STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Sue B. Harding, *a Notary Public in and for said County and State,* J. Brent Hurd, 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 28th *day of* September, *1976.*

Sue B. Harding *Notary Public*

Commission expires 4/13/80

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Sue B. Harding, *a Notary Public of the State and County aforesaid, personally appeared* C. Christopher McDowell + Harry Weisiger *with whom I am personally acquainted, and who, upon oath, acknowledged* themselves *to be* Vice President *of the* Commerce Union Bank, *the within named bargainor, a corporation, and that* they *as such* Vice Presidents, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* themselves *as* Vice Presidents.

Witness my hand and seal, at office in Nashville, Tennessee,
this 28th *day of* September, *1976*

Sue B Harding *Notary Public*

Commission expires 4/13/80

SEP 30 76	CONV	*	@ 800,000.00	
SEP 30 76	MORT'G	*	@ 848,000.00	
SEP 30 76	S'TAX		B* 2,080.00	
SEP 30 76	S'TAX		B* 846.00	
SEP 30 76	RFEE		B* .50	
SEP 30 76	W'DEED		B* 8.00	* 2,934.50

INSTALLMENT DEED

FROM

TO

D 70473

IDENTIFICATION REFERENCE

SEP 30 2 05 PM '76

CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

FEE 13.50