Installment Deed

BOOK 5051 PAGE 183

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Robert F. Spann	Robert F. Spann	
(NAME:) 325 Plus Park Boulevard	(NAME:) 325 Plus Park Boulevard	Map 104
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tenn. 37217	(STREET ADDRESS) Nashville, Tenn. 37217	Par 131
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Twenty-Four Thousand Four Hundred Seventy-Four and 77/100 ($24,474.77) *Dollars,*

of which Seven Thousand Ninety-Seven and 68/100 ($7,097.68) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Seventeen Thousand Three Hundred Seventy-Seven and 09/100 ($17,377.09), payable on January 2nd, 1977. ~~Dollars~~ LIEN. It is hereby agreed that Robert F. Spann or any other subsequent owner or owners of the real estate conveyed herein will give written notice to H. Fred Ford and wife Carol H. Ford of default under the terms and provisions of any Deed of Trust covering this real estate or of ~~xxxxxxxxxx~~ non-payment of any claim or debt established as a lien against said real property and unless such default shall be cured by Robert F. Spann or wife, Polly Spann, or by any subsequent owner or owners within ten days after receipt of such notice by H. Fred Ford and wife, Carol H. Ford, H. Fred Ford and wife, Carol H. Ford, may cure such default and will have this Lien for the payment of same upon the interest in said real estate of Robert F. Spann or such subsequent owner or owners who failed to cure the default or non-payment, without prejudice to any remaining lien subrogation or other rights to the said real estate which they or either of them shall be entitled. Such right to cure and to this lien shall terminate when H. Fred Ford and Carol H. Ford shall have been relieved of liability on the first mortgage indebtedness and any other partnership indebtedness covered by the Indemnity Agreement between the parties dated November, 1976.

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, we, H. Fred Ford and wife, Carol H. Ford

have this day bargained and sold, and do hereby transfer and convey unto the said Robert F. Spann and his *(successors), heirs and assigns,*

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

Being an undivided one-third interest in LAND in Davidson County, Tennessee, BEING Lot No. 10 on the Plan of Plus Park, Section Ten, as of record in Book 4595, Page 76, Register's Office for said County. Said Lot No. 10 fronts 220 feet on the northerly side of Plus Park Boulevard and runs back between lines, 264.00 feet on the westerly side and 204.30 feet on the easterly side to a line in the rear measuring 227.96 feet thereon. Being the same property conveyed to William E. Porter, H. Fred Ford and Robert F. Spann, by Deed from Life and Casualty Insurance Company of Tennessee, of record in Book 4589, Page 75, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $24,474.77

Affiant

Subscribed and sworn to before me, this the 23 day of November 1976

Notary Public

My commission expires: 2-16-77
(Affix Seal)

It is understood and Agreed that the aforementioned mortgage indebtedness is and shall be subordinate to any future mortgage indebtedness which may be created and substituted for the mortgage presently of record against said property in Book 4746, Page 372 and Book 4825, Page 831, Register's Office for Davidson County, Tennessee. It is further understood that the consideration for this subordination agreement is the same consideration as that for the mortgage indebtedness created herein.

This is unimproved ( ) improved (X) property, known as 325 Plus Park Boulevard (House Number) (Street) Nashville, Tennessee (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 Robert F. Spann and 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 the same is unencumbered, except~~

We *further covenant and bind* our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Robert F. Spann and 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 Robert F. Spann ..... *hereinafter referred to as trustors, hereby transfer and convey unto* J. Vaulx Crockett, *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.

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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 23rd *day of* Nov *, 19*76.

H. Fred Ford

Carol H. Ford

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Jeanette J. Simpson *a Notary Public in and for said County and State,* H. Fred Ford and wife, Carol H. Ford

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* 23rd *day of* Nov *, 19*76.

Jeanette J. Simpson
Notary Public

Commission expires 2-16-77

NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON

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STATE OF Tennessee

COUNTY OF Davidson

Personally appeared before me, Jeanette J. Simpson, *a Notary Public in and for said County and State,* Robert F. Sparr

the within named bargainor, with whom I am personally acquainted, and who acknowledged that executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, *this* 23rd *day of* Nov, *19*76.

Jeanette J. Simpson *Notary Public*

NOTARY PUBLIC · DAVIDSON COUNTY · JEANETTE J. SIMPSON

Commission expires 2-16-77

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

1126 CONV 24,474.77
1126 MORT'G 17,377.09

Before me, _____, *a Notary Public of the State and County aforesaid, personally appeared* _____ B* 63.70 _____, *with whom I am personally acquainted, and who, upon oath, acknowledged* * 15.00 *himself to be* _____, *of the* CORPORATE B* .50 _____, *the within named bargainor, a corporation, and that he as such* _____ * 8.00 * 87.60 _____, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as* _____.

Witness my hand and seal, at office in _____, *this* _____ *day of* _____, *19*_____.

_____ *Notary Public*

Commission expires _____

INSTALLMENT DEED

FROM H. Fred Ford, et ux

TO Robert F. Sparr

Mail this instrument prepared by:
H. Fred Ford
325 Plus Park Blvd.
Nashville, Tn. 37217

78610

IDENTIF. REFERENCE

Nov 26 8 46 AM '76

FEE REGISTER
DAVIDSON CO., TENN.

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