This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM

Third National Bank Successor Trustee Under Agreement with Albert P. Rose, Sr.

TO

Albert P. Rose, Sr., Trustee

For draftsman's use BOOK 5198 PAGE 849

This instrument prepared by Campbell Brown, Attorney Third National Bank Building Nashville, Tennessee

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Albert P. Rose, Trustee (NAME)	Albert P. Rose (NAME)	93-10-23
425 8th Avenue South (STREET ADDRESS OR ROUTE NUMBER)	425 8th Avenue South (STREET ADDRESS)	93-10-24
Nashville, Tenn. 37203 (CITY) (STATE) (P. O. ZIP)	Nashville, Tenn. 37203 (CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

SEP 20 1 15 PM '77

FEE $ DAVIDSON COUNTY, TENN. REGISTER

E 26953

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 202,090.00 (Amt. Paid)

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 16th DAY OF September, 1977

Notary Public

MY COMMISSION EXPIRES: 9/1/80

(AFFIX SEAL)

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

FOR AND IN CONSIDERATION OF the sum of Two Hundred Two Thousand ($202,090.00) DOLLARS

of which $ 12,090.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed an installment deed note of even date payable to Third National Bank Successor Trustee under Agreement with Albert P. Rose, Sr.; said note is in the principal amount of $190,000 and provides for 180 consecutive monthly payments of $1,707.72 including principal and interest on the unpaid balance at 7% per annum. The first payment being due October 15, 1977, said note may be prepaid in full or in part at any time prior to the date of the last payment.

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,

Third National Bank Successor Trustee under Agreement, Albert P. Rose, Sr.

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Albert P. Rose, Sr. Trustee

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

See attached Exhibit "A" for complete Legal Description.

EXHIBIT A

Four tracts or parcels of land in Davidson County, Tennessee as follows:

TRACT NO. 1: Being parts of lots Nos. 1 and 2 on the Plan of Coussen's Property, as of record in Book 21, page 62, Register's Office for said County, described together according to a survey made by Geo. W. Watkins, Surveyor, January 16, 1957, as follows:

BEGINNING on the westerly margin of 8th Avenue South, as located on said survey, at the corner of lots Nos. 2 and 3 on said plan; thence with the line between said lots Nos. 2 and 3, southwestwardly 133.6 feet to an iron pin on the easterly margin of a 15-foot alley; thence northwestwardly 50 feet to a concrete monument; thence northeastwardly 131.6 feet to an iron pin on the westerly margin of said Avenue; thence southeastwardly 49.86 feet to the beginning.

BEING the same real property conveyed to Nashville Bank and Trust Company, now Third National Bank, Trustee, by deed from S. & C. Co., Inc., of record in Book 3075, page 511, Register's Office for said County.

BOOK 3138 PAGE 850

TRACT NO. 2: Being parts of lots Nos. 3 and 4 on the Plan of Coussen's Property, as of record in Book 21, page 62, Register's Office for said County, described as follows:

BEGINNING on the westerly margin of 8th Avenue South, formerly Spruce Street, as now located, in the dividing line between lots Nos. 2 and 3; thence with the westerly margin of said 8th Avenue South, southwardly 61 feet to a point 3 feet south of the dividing line between lots Nos. 3 and 4; thence westwardly and parallel to said line 135 feet, more or less, to the easterly margin of an alley; thence with same, northwardly 61 feet to the southwest corner of lot No. 2; thence with the line between said lots Nos. 2 and 3, eastwardly 133.6 feet to the beginning.

BEING the same real property conveyed to Nashville Bank and Trust Company, Trustee by deed from J. W. Patton, et al, of record in Book 3075, page 517, Register's Office for said County.

TRACT NO. 3: Being part of Lot No. 4 on the Plan of Coussen's Property, as of record in Book 21, page 62, Register's Office for said County, described as follows:

BEGINNING on the westerly margin of 8th Avenue South, formerly Spruce Street, as now located, at a point 3 feet south of the line between lots Nos. 3 and 4; thence with the westerly margin of said 8th Avenue South, southwardly 48 feet to the northerly margin of Lea Avenue; thence with said Avenue, westwardly 138 feet, more or less, to the easterly margin of an alley; thence with same, northwardly 29 feet 7 inches to a point 3 feet south of said lots Nos. 2 and 3; thence eastwardly and parallel with said line, 135 feet more or less, to the beginning.

BEING the same real property conveyed to Nashville Bank and Trust Company, Trustee, by deed from F. S. Green, et al, of record in Book 3075, page 590, Register's Office for said County.

TRACT NO. 4: Land in Davidson County, Tennessee, being lot No. 5 and the southerly 20 feet of lot No. 4 on Francis Campbell's Plan of Lots, as of record in Book 42, page 629, Register's Office for said County, and part of lot No. 1 on Coussen's Plan of Lots, as of record in Book 21, page 62, Register's Office for said County, described according to a survey made March 8, 1963, by William Collier Parrish, Associates, Civil Engineers, as follows:

BEGINNING at a spike and mark in the back edge of the sidewalk on the westerly side of 8th Avenue, South, as widened, at the southeast corner of the property conveyed to Cora Ramsey by deed from Standard Oil Company of Louisiana, of record in Book 734, page 274, said Register's Office; thence with the southerly line of said Ramsey property south 62° 25' 30" west 170.82 feet to an iron stake in the easterly margin of an alley; thence with said alley south 27° 19' 30" east 49 feet to the northerly line of said lot No. 1; thence with said line south 64° 45' west 3.52 feet to the face of a brick wall; thence with said wall south 17° 15' 40" east 51.2 feet; thence north 83° 34' 30" east 35.30 feet to the easterly margin of an alley, the southwest corner of the property conveyed to Edward E. Schiel by deed from Standard Oil Company of Louisiana, of record in book 833, page 728, said Register's Office; thence with the line of said Schiel property north 0° 25' 30" west 10 feet, and north 88° 19' 30" east 131.51 feet to a spike and mark in the back edge of the sidewalk on the westerly side of 8th Avenue, South, as widened, said mark being 0.86 feet northerly from the original lot line between lots 1 and 2 in Coussen's Plan of Lots; thence with the westerly margin of 8th Avenue, South, north 2° 00' west 15.01 feet; thence continuing with the back edge of sidewalk, and along westerly margin of 8th Avenue, South, and along the curve to the left on radius of 218 feet northwardly 96.58 feet; thence with the westerly margin of 8th Avenue, South, and the back edge of sidewalk north 27° 23' west 53.61 feet to the beginning, containing 0.517 acres, more or less.

BEING the same property conveyed to Third National Bank, Trustee, by deed from George J. Spain and wife, Elizabeth C. Spain, of record in Book 3988, page 218, Register's Office for Davidson County, Tennessee.

Third National Bank being Successor Trustee to Nashville Bank and Trust Company Trustee under Agreement with Albert P. Rose, Sr.

This is unimproved ( ) improved (X) property, known as 401-23 Eighth Avenue, South; Nashville, TN
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

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 Campbell Brown 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 $ 150,000.00 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 16TH day of September 19 77.

Third National Bank Successor Trustee
Under Agreement with Albert P. Rose, Sr.
By: Campbell Brown
Real Estate Officer

X Albert P. Rose Sr. (Grantee)
Albert P. Rose, Sr., Trustee

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

SEP 20 77 CONV 90,000.00
SEP 20 77 Earline Fann 90,000.00
SEP 20 77 CONV 22,090.00
SEP 20 77 MORT'G 95,000.00
SEP 20 77 MORT'G 95,000.00
SEP 20 77 S'TAX B* 525.46
SEP 20 77 S'TAX B* 138.00
SEP 20 77 PRFEE B* .50
SEP 20 77 M'DEED B* 6.00 * 719.96

Personally appeared before me, Earline Fann, a Notary Public in and for said County and State, the within named Albert P. Rose, Sr. the 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, Tennessee, this 16th day of September, 19 77.

Earline Fann, Notary Public.

Commission expires 9/1/80

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Earline Fann, a Notary Public of the State and County aforesaid, personally appeared Campbell Brown, with whom I am personally acquainted, and who, upon oath, acknowledged him self to be Real Estate Officer of the Third National Bank in Nashville, the within named bargainor, a corporation, and that he as such Real Estate Officer, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by him self as Real Estate Officer.

Witness my hand and seal, at office in Nashville, Tennessee this 16th day of September, 19 77.

Earline Fann, Notary Public.

Commission expires 9/1/80