BOOK 5211 PAGE 133

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD-4

FROM
John E. McCord, et ux

John Edgar McCord, unmarried

TO
Mansker Industrial Corporation, Inc.

For draftsman's use

This Instrument prepared by:
JOHNSON & EDWARDS
Attorneys-at-Law
600 Stahlman Building
Nashville, Tennessee 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mansker Industrial Corporation, Inc. (NAME)	SAME (NAME)	GO-10047 19-13- 67
213 Connell St (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	GO-10051 19-13- 68
Goodlettsville Tenn. (CITY) (STATE)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIFICATION
Oct 18 1 02 PM '77
FEE $ 1.00 REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 123,000.00 James W. McKee
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 18th DAY OF October 19 77.

E. Barnes
Notary Public

MY COMMISSION EXPIRES: 6-6-79

(AFFIX SEAL)

E3166

FOR AND IN CONSIDERATION OF the sum of ONE HUNDRED TWENTY-THREE THOUSAND AND NO/100---------- ----------($123,000.00)---------- **DOLLARS**

of which $ NONE has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees, herein, has executed its promissory note of even date herewith, payable to the order of John E. McCord et ux, Bernice T. McCord, and John Edgar McCord, unmarried, in the amount of $123,000.00, payable $1,558.12 per month over a period of ten (10) years, with interest at 9%, until paid in full.

OCT 18 CONV 123,000.00
OCT 18 MORT'G 123,000.00
OCT 18 S'TAX B* 319.80
OCT 18 S'TAX B* 121.00
OCT 18 PR'FEE B* .50
OCT 18 W'DEED B* 4.00
OCT 18 MISC B* .40 445.70

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,

John E. McCord and wife, Bernice T. McCord and John Edgar McCord, unmarried,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto
Mansker Industrial Corporation, Inc., a Tennessee corporation,

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

THREE TRACTS of land in Davidson County, State of Tennessee, described as follows:

TRACT NO. I: LYING in the 10th District of Davidson County and bounded as follows: On the North by the colored school lot, on the West by the college lot, on the South by the Urley lot and on the East by the L & N RR property. SAID LOT fronts 66 feet on the L & N RR property, and runs back about 93-1/2 feet between parallel lines to the college lot line and also has a frontage of 66 feet on said line.

TRACT NO. II: SITUATED in the town of Goodlettsville, Tennessee, 10th Civil District: BEGINNING at the S.E. corner of the M.E.Church property, Moncrief and Ransom corner, running westerly 21 feet to the N.E. corner of the Mathews lot;thence southerly with the Mathews lot east boundary line 95 feet; thence easterly 125 feet to the L & N RR property;thence following the L & N RR line N.W. 38-1/2 feet;thence N. with the L & N RR line 65 feet to Moncrief and Ransom S.E. corner; thence W. 93 feet to the beginning. BEING THE SAME property conveyed to J.Edgar McCord,John E. McCord and R.B.Elizer by deed from W.C.Moncrief & Co.,Inc., a Tennessee corporation of record in Book 3537,Page 167, Register's Office for Davidson County, Tennessee and by Quit-Claim deed from R.B.Elizer to J.Edgar McCord and John E. McCord of record in Book 4653,Page 949, said Register's Office.

TRACT NO. III: BEGINNING with the N.E. corner of the Male Academy Lot and running thence with the line of said Academy Lot S. 22° E 19.6 poles to a stake in the western edge of Academy St. thence with the N side of said street N 55° ___ 9.12 poles to a stake on the western side of Depot Street; thence with the western edge of said street N 23-1/2° W 15 poles to a stake in the southern edge of Connell Street; thence with the southern edge of Connell Street S 73° W 8.28 poles to the beginning. BEING the same property conveyed to John E.McCord by deed from Edwina Lee McCord of record in Book 3999, Page 523, Register's Office for Davidson County, Tennessee.

This is improved ( ) unimproved ( ) property, known as (House No.) (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 seised 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 E. L. Edwards, Jr. 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 $ actual 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 14TH day of October 19 77.

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

John E. McCord
JOHN E. MCCORD

Bernice T. McCord
BERNICE T. MCCORD

John Edgar McCord
JOHN EDGAR MCCORD

MANSKER INDUSTRIAL CORPORATION, INC.

BY: Roger Minton
ROGER MINTON - PRESIDENT

James Wilson McKee
JAMES WILSON MCKEE -SECRETARY-TREASURER

STATE OF ~~TENNESSEE~~ ALABAMA
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned E. V. McCord, a Notary Public in and for said County and State, the within named John E. McCord and wife, Bernice T. McCord, and John Edgar McCord, unmarried,

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 Goodlettsville Tenn. Tennessee this 14 day of October, 77

E. V. McCord
Notary Public.

Commission expires 1-21-80

H. HEEKS, JR. NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Roger Minton and James Wilson McKee,

with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be president and secretary treasurer of the Mansker Industrial Corporation, Inc.,

the within named bargainor, a corporation, and that they as such president and secretary-treasurer, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by themselves as president and secretary-treasurer.

Witness my hand and seal, at office in Goodlettsville Tenn. this 14 day of October, 77

E. V. McCord
Notary Public.

Commission expires 1-21-80

H. HEEKS, JR. NOTARY PUBLIC AT LARGE STATE OF TENNESSEE