ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS:
Industrial Specialties Co., Inc. (NAME)	Same (NAME)	Map 91-2
P.O. Box 90430 (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 288
Nashville, TN 37209 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

INSTALLMENT DEED

BOOK 5229 PAGE 701

FOR AND IN CONSIDERATION OF the sum of Ten Thousand and 00/100 ($10,000.00) DOLLARS

of which $ 2,000.00 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 this date executed their joint promissory note pavable to Annie McClearen in monthly installments of $162.22 each, with the first payment due on the 28th day of DECEMBER, 1977, and a like payment due on the same day for each succeeding month until paid in full. Said monthly payment included interest at the rate of 8% per annum to be applied first to interest and then to principal, the amount of which is $8,000.00.

DEC-5?	CONV	10,000.00			
DEC-5?	MORT'G	8,000.00			
DEC-5?	S'TAX		B*	26.00	
DEC-5?	S'TAX		B*	6.00	
DEC-5?	PR'FEE		B*	.50	
DEC-5?	W'DEED		B*	4.00	* 36.50

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.

I, Annie McClearen,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Industrial Specialties Co., Inc. its successors and

herein called grantees, ~~HEIRS AND~~ assigns, certain real estate in Davidson County, Tennessee, as follows:

Being part of Block "H", Plan No. 2, West Nashville, as of record in Book 57, page 172, Register's Office for said County. Beginning at the northwest corner of New York and 55th Avenue, North, formerly 14th Street; thence with the northerly margin of New York Avenue, westwardly 160 feet; thence northwardly 150 feet to the southerly margin of an alley; thence with same, eastwardly 29 feet to the southwesterly margin of the right-of-way of the Nashville Railway and Ligh Company's property; thence with the same, southeastwardly 166.8 feet, more or less, to the westerly margin of 55th Avenue North; thence with the same, southwardly 50 feet, more or less to the beginning. Being the same property, a 1/2 undivided interest of which was conveyed to L. E. Clearen by Deed from John Fuqua et ux of record in Book 2436, page 41 and a 1/2 undivided interest of which was conveyed to Lloyd E. McClearen and wife, Annie R. McClearen by deed from Ethel W. Lutin of record in Book 4586, page 437, said Register's Office. The said Lloyd E. (L. E.) McClearen having since died, and devising all his right, title and interest in and to his wife, Annie McClearen as noted in Will Book 3, Page 435, in the County Court for Hickman County, TN.

This is improved ( )
unimproved (X) property known as 5500 New York Avenue, Nashville, TN 37209
(House Number) (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 convenant 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 H. E. Collins 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 $ none 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 3rd day of OCTOBER 1977

Annie McClearen
Annie McClearen

BY: Ronnie D Mimms President
Industrial Specialties Co., Inc.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 10,000.00

Ronnie D Mimms
Affiant

Subscribed and sworn to before me, this the 28TH day of NOVEMBER 1977

My commission expires 1-8-78
(Affix Seal)

Harold E Collins
Notary Public

STATE OF Tennessee
COUNTY OF Rutherford

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Annie McClearen, the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Centerville Nashville this 3rd day of October 1977

Commission Expires May 2, 1980

Notary Public.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Ronnie D Mimms, with whom I am personally acquainted, and who, upon oath, acknowledged him self to be President of the Industrial Specialties Co., Inc., the within named bargainor, a corporation, and that he as such President, 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 President

Witness my hand and seal, at office in Nashville, Davidson County, Tennessee this 28TH day of NOVEMBER 1977

Commission Expires 1-8-78

Harold E Collins
Notary Public

This instrument was prepared by:

H.E. COLLINS, 807 51ST. AVE. NASHVILLE, TENN. 37209
Name Address

INSTALLMENT DEED

FROM ANNIE McCLEAREN

TO INDUSTRIAL SPECIALTIES CO., INC.

E 40088

IDENTIF. REFERENCE

DEC 5 1 59 PM '77

FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TENN.

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