This instrument prepared by [illegible]
306 Nashville City Bank and Trust Building, Nashville, Tenn. 37203

Installment Deed

BOOK 5231 PAGE 900

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Thomas J. Baltz	Same	106-0-40
C/O BALTZ PROPERTIES	(NAME:)	106-0-42
1451 ELM HILL RD. SUITE 201 (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	7 S
NASHVILLE TENN. 37210 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Forty Thousand and 00/100 ---------- *Dollars,*

of which Ten Thousand and 00/100 ($10,000.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Thirty Thousand and 00/100 ($30,000.00) ---------- *Dollars,*

we, Thomas J. Baltz and wife, Mary Ann L. Baltz *have executed* our negotiable promissory installment note in the principal amount of Thirty Thousand ($30,000.00) Dollars payable in twelve quarterly installments, each in the principal amount of Two Thousand, Five Hundred ($2,500.00) Dollars, plus interest accrued on the unpaid balance at the rate of eight percent (8%) per annum, the first becoming due and payable on the 1st day of March, 1978, and thereafter eleven additional principal payments of Two thousand, five hundred ($2,500.00) Dollars each, plus interest accrued on the unpaid balance at eight percent (8%) per annum, payable respectively on each successive June 1, Sept. 1, Dec. 1, and March 1, the last payment being payable Dec. 1, 1980, and to include the unpaid interest and the entire principal balance,

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, I, Mae K. Albritton, unmarried,

have this day bargained and sold, and do hereby transfer and convey unto the said Thomas J. Baltz, his ~~XXXXXXX~~ *heirs and assigns,*

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

Three tracts of land in the 3rd Civil District of Davidson County, Tennessee, more particularly described as follows:

TRACT I: Beginning at a point in the center line of Elm Hill Road at the southeast corner of the old right-of-way of the Lebanon Branch of the Nashville, Chattanooga & St. Louis Railroad, this being the same point of beginning in both the deed from Horace T. Hagan et ux to E. W. Cooper, Trustee, of record in Book 583, page 431, and the deed from Killis Jones to E. W. Cooper, Trustee, of record in Book 647, page 9, Register's Office for said County; thence south 60 deg. east, bisecting a large elm tree near the west shore line of Mill Creek, 200 feet to the center line of said creek; thence in a northeasterly direction, with the meandering center line of said creek, 320 feet to a point in the center of Elm Hill Road; thence in a southwesterly direction with the center line of Elm Hill Road, 250 feet to the point of beginning, containing one and one-fourth acres, more or less. Being the same property conveyed to Mae K. Albritton, divorced, by deed from William W. Noble et ux, Lillie Noble, of record in Book 3769, page 113, Register's Office for said County.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $ 40,000.00

Subscribed and sworn to before me, this the 9th day of Dec., 1977

E. W. Christiansen Jr.
Affiant

My commission expires: _____ (Affix Seal)

Attest: Andrew W. Rogg, Jr.
Notary Public
Deputy Register

TRACT II: Beginning at a point in the southwest corner of the above described Tract I; thence south 60 deg. east, with the southwest boundary of said (Noble) Tract, 200 feet to a point in the center of Mill Creek; thence with the meanders of the centerline of Mill Creek in a southwesterly direction 120 feet to a point; thence north 57 deg. west 220 feet to an iron pipe (driven into the ground alongside a cedar post), being in the southeast margin of the "Access Road" shown on the map on deed; thence north 35 deg. east with the margin of the "Access Road", 117 feet to the beginning, containing 6/10 of an acre, more or less.

TRACT III: Beginning at the northwest corner of Tract II above described; thence with the southerly margin of the "Access Road" shown on the Map drawn on a deed to the Sperrys, of record in Book 2140, page 372; south 40 deg. west 100 feet to a post and an iron pipe; thence south 57 deg. east 220 feet to the center of Mill Creek; thence northeasterly with the meanders of the center line of Mill Creek 100 feet; thence north 57 deg. west along the westerly line of the property conveyed by deed of record in Book 2140, page 372 (Tract II above), 220 feet to the point of beginning, containing one-half acres, more or less.

TRACTS II and III being the same property conveyed to J. D. Sperry, Jr., et ux, Mae K. Sperry, by deeds from E. W. Cooper, Trustee, of record in Book 2140, page 372, and in Book 2145, page 626, respectively, and vested in Mae K. Albritton by Decree and Property Division Agreement appearing in Minute Book 66, page 230, Chancery Court for Davidson County, Tennessee, of record in Book 2959, page 291, Register's Office for said County.

Grantee may remove improvements and perform site preparation on the premises including, among other things, grading and construction of roads, provided all is done solely on account of grantee and grantee holds grantor harmless against mechanics' and furnishers' liens therefrom.

This is unimproved ( ) improved (X) property, known as 1629 Elm Road, Nashville, Tennessee 37210
(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 Thomas J. Baltz, his ~~successors~~ *heirs and assigns forever.* I *covenant that* I am *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.*, except by 1977 taxes, which have been prorated and assumed by grantee;

Easement of record in Book 3277, page 453, said Register's Office;

Sanitary sewers and/or storm drainage easement of record in Book 3803, page 966, said Register's Office and Tenants' Trailers.

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Thomas J. Baltz, 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 Thomas J. Baltz *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 $ none, *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

...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 8 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 30th day of November, 19 77.

Mae K. Albritton

Thomas J. Baltz

Mary Ann L. Baltz

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Betty Poage, a Notary Public in and for said County and State, Mae K. Albritton, unmarried

the within named 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 Nashville, Tennessee, this 8th day of December, 19 77.

Betty Poage Notary Public

Commission expires 8-4-79

BOOK 5231 PAGE 903

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Thomas J. Baltz and wife, Mary Ann L. Baltz,

*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* 9th *day of* December, *19*77.

Elizabeth R. Lalk
Notary Public

Commission expires 12-2-80

NOTARY PUBLIC
DAVIDSON COUNTY

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

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

.....*Notary Public*

Commission expires .....

DEC-97 77	CONV	40,000.00			
DEC-97 77	MORT'G	30,000.00			
DEC-97 77	S'TAX		B*	104.00	
DEC-97 77	S'TAX		B*	28.00	
DEC-97 77	PR'FEE		B*	.50	
DEC-97 77	W'DEED		B*	8.00	* 140.50

INSTALLMENT DEED

FROM Mae K. Albritton, unmarried

TO Thomas J. Baltz

E 41097

IDENTIF. REFERENCE

DEC 9 2 50 PM '77

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