Re-recorded BOOK 5254 PAGE 870

BOOK 5254 PAGE 312

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM

HUNTINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

TO

CONSORTIUM CONSTRUCTION CO., INC. A GA. CORP.

For draftsman's use

This instrument prepared by:
Michael J. Philbin
300 James Robertson Parkway
Nashville, Tennessee 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Consortium Const. Co., Inc. (NAME)	Huntington Federal Sav. & Loan (NAME)	Map 163
4546 Memorial Drive (STREET ADDRESS OR ROUTE NUMBER)	P. O. Box 239 (STREET ADDRESS)	Parcel 179
Decatur, Ga., 30032 (CITY) (STATE) (P. O. ZIP)	West Huntington, Va. ~~25327~~ 25707 (CITY) (STATE) (ZIP)	5DU 33180

(FOR REGISTER'S USE)

T IDENTIF. REFERENCE

FEB 17 12 17 PM '78

FELIX Z. WILSON II REGISTER DAVIDSON COUNTY, TENN.

E 5 1 1 3 6

STATE OF ~~TENNESSEE~~ West Virginia
COUNTY OF ~~DAVIDSON~~ Cabell

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

$ 700,000.00 R. E. McInnis
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 12th. DAY OF December 19 77.

Edith Spitzer
Notary Public

MY COMMISSION EXPIRES: January 3, 1980

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Seven Hundred Thousand and No/100 ($700,000.00) DOLLARS

of which $ -0- has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and the the remainder the said grantees promise to pay to the order of Huntington Federal Savings & Loan Association the principal sum of Seven Hundred Thousand Dollars ($700,000.00), in installments as follows: On the 1st day of January, 1978 the sum of Five Thousand Eight Hundred Seventy Four and 40/100 Dollars ($5,874.40), and thereafter a like amount, including principal and interest at the rate if Nine (9%) percent per annum, on the 1st day of each month, provided, however, all principal and interest shall be fully payable on or before fifteen (15) years after the date of said note and installment deed.

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,

Huntington Federal Savings and Loan Association

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Consortium Construction Company, Inc.

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

Being Lot No. 2, Section 1, Collins Park of the 2nd Civil District of Davidson County, Tennessee, as of record in Book 4660, page 16, and Book 4660, page 81, Register's Office for Davidson County, Tennessee.

Beginning at a point on Collins Park Drive; thence N 39 deg. 41' E 259.63 feet to an iron pin ; thence S 57 deg. 42' 55" E 296.07 feet to a point; thence on a radius of 5387.94 feet a distance of 342.06 feet to a post; thence S 36 deg. 01' 40" W 317.25 feet to a point; thence N 53 deg. 58' 02" W 497.61 feet to a point; thence on a radius of 50.00 feet on a distance of 118.03 feet to a point; thence on a radius of 100.00 feet on a distance of 77.03 feet to the point of beginning and containing 4.14 acres, more or less.

Being the same property conveyed to the Grantor by deed of record in Book 5115, page 786, Register's Office for Davidson County, Tennessee.

This is unimproved (X) improved ( ) property, known as Interstate Inn; I24 and Bell Road, Nashville Tenn. 37013
(House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

This instrument is being re-recorded to insert the name of the Trustee.

Re-recorded

BOOK 5254 PAGE 871

BOOK 5254 PAGE 313

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 Michael J. Philbin 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 $insurable 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 succcasor 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 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 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 12th. day of December 19 77.

Huntington Federal Sav. & Loan Assoc.

By: Kermit E. McGinnis
Kermit E. McGinnis, President

Consortium Const. Co., Inc.

By: Guy D. Cleveland
Guy D. Cleveland, President

Guy E. Cleveland
Guy E. Cleveland, Individually

Annie P. Cleveland
Annie P. Cleveland, Sec.-Treas.

Annie P. Cleveland
Annie P. Cleveland, Individually

Guy D. Cleveland
Guy D. Cleveland, Individually

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, ...

for said County and State, the within named .....

.....

the 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 .....,

Tennessee, this..... day of....., 19.....

....., Notary Public.

Commission expires.....

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

West Va.
STATE OF ~~TENNESSEE~~ }
COUNTY OF ~~DAVIDSON~~ } Cabell

Before me, Edith Spitzer, a Notary Public of the State and County aforesaid, personally appeared Kermit E. McGinnis, with whom I am personally acquainted, and who, upon oath, acknowledged him self to be President of the Huntington Federal Savings & Loan Association, 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 Huntington, Cabell County, West Virginia, this 12th. day of December, 19 77.

Edith Spitzer, Notary Public.

Commission expires January 3, 1980

Re-Record

BOOK 5254 PAGE 872

BOOK 5254 PAGE 314

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Guy E. Cleveland and wife, Annie P. Cleveland abd Guy D. Cleveland

the 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 14th day of December, 1977

Commission Expires 11-15-80

Notary Public

STATE OF TENNESSEE
DAVIDSON County

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Guy D. Cleveland and Annie P. Cleveland, with whom I am personally acquainted and who upon ~~their several oaths~~ acknowledged ~~themselves~~ to be the President and Sect.-Treas. respectively of the Consortium Construction Company the within named bargainor, a corporation, and that ~~they~~ as such President and Sect.-Treas., being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said Guy D. Cleveland as such President and attesting the same by the said Annie P. Cleveland as such Sect.-Treas.

WITNESS my hand and official seal at office at Nashville, Tennessee on this the 14th day of December, 1977

My commission expires 11-15-80

Notary Public

E 5 1 3 9 4

IDENTIF. REFERENCE

FEB 21 12 18 PM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

FEB 17 78	CONV	*	.00	700.000.00	
FEB 17 78	MORT'G	*	.00	700.000.00	
FEB 17 78	S'TAX			B* 1,320.00	
FEB 17 78	S'TAX			B* 698.00	
FEB 17 78	PR'FEE			B* .50	
FEB 17 78	W'DEED			B* 6.00	* 2,524.50
FEB 21 78	MISC			B* 6.00	* 6.00