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Installment Deed

PREPARED BY
GAIL P. [illegible], ATTORNEY
2[illegible] FOURTH AVE., NORTH
NASHVILLE, TENNESSEE 37[illegible]

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Edward O. Davenport	Same	93-6
(NAME): Post ofc Box 765	(NAME):	#372
(STREET ADDRESS OR ROUTE NUMBER): Madison Tenn 37115	(STREET ADDRESS):	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of One Hundred Fifty Thousand and No/100 ($150,000.00)----------*Dollars,*

of which Fifty Thousand and No/100 ($50,000.00)----------

----------*Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder One Hundred Thousand and No/100 ($100,000.00)----------*Dollars,*

Edward O. Davenport (Unmarried) *have executed* their joint promissory note of even date herewith payable to Clark Hardware Co. Inc., in the amount of One Hundred Thousand and No/100 ($100,000.00) Dollars, bearing interest at Eight and one-half (8-1/2%) percent per annum, and payable as follows: Interest payments shall be payable monthly, beginning August 14, 1978, and continuing on the 14th day of each succeeding month until the entire principal and all accrued interest is fully paid. However, no principal payments shall be required until July 14, 1980, and said principal payments shall thereafter be made semi-annually in installments of $6,250.00, with the first payment in the amount of $6,250.00 due July 14, 1980, and a like amount due on the 14th day of each sixth month thereafter until the entire remaining principal and all accrued interest is fully paid, and in no even later than July 14, 1988. In addition to payments on principal, monthly interest payments shall continue until the note is paid in full. This Trust Agreement also covers any extensions granted to the aforesaid note, as well as renewals thereof. In the event this property is sold, transferred or conveyed, the aforesaid note will become immediately due and payable at the option of the holder.

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,

CLARK HARDWARE CO., INC.

have this day bargained and sold, and do hereby transfer and convey unto the said

EDWARD O. DAVENPORT (Unmarried)

his

(successors), heirs and assigns,

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

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

FIRST TRACT: Being part of Lot NO. 81 on the Original Plan of the Town of Nashville, Tennessee, not of record, described as follows: Beginning at the northeast corner of Broadway and 5th Avenue, North, formerly Summer Street, and running thence with the northerly side of Broadway eastwardly 35 feet 8 inches, more or less, to E. S. Brugh's southwest corner; thence with his westerly line northwardly 130 feet to a 10 foot alley; thence with the southerly margin of said alley westwardly 35 feet 8 inches, more or less, to the easterly side of said 5th Avenue North, and thence with the easterly side of said 5th Avenue North southwardly 130 feet to the beginning.

SECOND TRACT: Being part of Lot No. 81 on the Original Plan of the Town of Nashville, not of record, described as follows:

Beginning on the northerly margin of Broadway, formerly Broad Street, at a point 35 feet 8 inches east of the easterly margin of 5th Avenue North, formerly Summer Street, said point beging the southeast corner of the lot formerly owned by Hodges and Richards; thence with the northerly margin of Broadway, eastwardly 32 feet 10 inches; thence northwardly 130 feet to the southerly margin of an alley; thence with

STATE OF TENNESSEE
COUNTY OF DAVIDSON

I, [illegible], the actual consideration or value whichever is greater, for this transfer is $150,000.00

Subscribed and sworn to before me, this the 14th day of July, 1978

Affiant

My commission expires 7-6-80 (Affix Seal)

Notary Public

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

said alley, westwardly 32 feet 10 inches to the N.E. corner of said Hodges and Richards' lot; thence with the easterly line of said lot southwardly 130 feet to the beginning.

Being the same property conveyed to Clark Hardware Co., Inc. by deed from E. J. Walsh Trustee, of record in Book_____, page_____, Register's Office for Davidson County, Tennessee.

Clark Hardware Co., Inc. and Clark Hardware Company, a Tennessee Corporation, are one and the same.

unimproved ( )
This is improved ( ) property, known as ..... (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 Edward O. Davenport *his* ..... *(successors), heirs and assigns forever.* It *covenants that* it is *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 for 1978 taxes;

It *further covenants and bind* s itself, its ..... *heirs and representatives, to warrant and forever defend the title to said real estate to said* Edward O. Davenport *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 Edward O. Davenport ..... *hereinafter referred to as trustors, hereby transfer and convey unto* Gail Pigg ....., *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 $ 100,000.00 ..., *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

expenses 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 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

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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 14th *day of* July, *19* 78

CLARK HARDWARE CO., INC.

Clark Hardware Co. Inc

BY: Herman J Farrell President

Edward O. Davenport

Edward O Davenport

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Edward O. Davenport

the within named 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, this* 14th *day of* July, *19* 78

Notary Public

Commission expires 5/10/80

STATE OF.....
COUNTY OF.....

Personally appeared before me, ...*, a Notary Public in and for said County and State,* .....

the within named 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....., *this*.....*day of*....., *19*.....

.....*Notary Public*

Commission expires.....

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, the undersigned, *a Notary Public of the State and County aforesaid, personally appeared* Herman F Jerrell, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* ..... *of the* Clark Hardware 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, Tennessee, *this* 14th *day of* July, *19* 78

Patricia C Briggs *Notary Public*

Commission expires 5/4/80

PATRICIA C. BRIGGS NOTARY PUBLIC DAVIDSON COUNTY, TENN.

JUL 19 78	CONV	90,000.00	150 000 00	
JUL 19 78	CONV	60,000.00		
JUL 19 78	MORT'G	90,000.00	100 000 00	
JUL 19 78	MORT'G	10,000.00		
JUL 19 78	S'TAX		B* 390.00	
JUL 19 78	S'TAX		B* 98.00	
JUL 19 78	PR'FEE		B* .50	
JUL 19 78	W'DEED		B* 8.00	* 496.50

INSTALLMENT DEED

FROM Clark Hardware Co., Inc.

TO Edward O. Davenport

E: 7: 7: 8: 2: 1: *

IDENTIF. REFERENCE

JUL 19 3 39 PM '78

FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TENN.

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