BOOK 5382 PAGE 267 **Installment Deed**

THIS INSTRUMENT PREPARED BY JAMES L. WHITE, ESQ. - FROM FIRST AMERICAN CENTER NASHVILLE, TENNESSEE 37237

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Nashville City Bank and Trust Co.	Nashville City Bank and Trust Co.	
(NAME:) 315 Union Street	(NAME:) 315 Union Street	92-16 parcels 206, 207, 216 + 217
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee 37201	(STREET ADDRESS) Nashville, Tennessee 37201	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of THREE HUNDRED FIFTY THOUSAND AND NO/100 ($350,000.00) ---------- *Dollars,*

of which Fifty Eight Thousand, Three Hundred Thirty Three and 34/100 ($58,333.34) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Two Hundred Ninety One Thousand Six Hundred Sixty Six and 66/100 ($291,666.66) ---------- *Dollars,*

the Nashville City Bank and Trust Co. ..... *has executed*

its promissory note in the principal sum of Two Hundred Ninety One Thousand, Six Hundred Sixty Six and 66/100 ($291,666.66) Dollars, payable in ten (10) consecutive semi-annual installments of Twenty Nine Thousand, One Hundred Sixty Six and 67/100 ($29,166.67) Dollars each, commencing January 5, 1980, and on the fifth (5th) days of each July and January thereafter; together with interest on the reducing unpaid balance at the rate of nine per cent (9%) per annum commencing upon the delivery of possession of the property to the Nashville City Bank and Trust Co., payable simultaneously with each semi-annual principal payment, until the entire amount is paid in full.

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, we,

KLEEN RITE CLEANERS, INC., a Tennessee corporation,

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

NASHVILLE CITY BANK AND TRUST CO.,

its *(successors) and assigns,*

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

Being five tracts of land in the First Civil District, Metropolitan Nashville-Davidson County, Tennessee, being part of Lots 140 and 141 on the Plan of Boyd Home Tract as of record in Book 21, page 39, said Register's Office and being Lots 4 and 5 on the unrecorded plan of the Resubdivision of Lot 140, Boyd Home Tract and being more particularly described together as follows: Beginning at an iron pin set on the southeasterly right-of-way of Broad Street (Hillsboro Pike) at the back edge of existing sidewalk at the common corner of Lots 3 and 4 on the unrecorded subdivision of Lot 140, Boyd Home Tract. Said iron pin being S 37° 17' 39" W 150 feet from an existing railroad spike at the intersection of the southwesterly right-of-way of 17th Avenue, South and the southeasterly right-of-way of Broad Street; thence, with the common line between Lots 3 and 4 of the unrecorded subdivision of Lot 140, Boyd Home Tract and the southwesterly line of Lot No. 2, R. Palwesk Subdivison as of record in Book 4715, page 84, said Register's Office, S 35° 38' 17" E 249.41 feet to an existing iron pin set by others at a corner of Lot 2, R. Palwesk Subdivision and the northwesterly corner of a 10-foot alley; thence, with the southwesterly right-of-way of said 10-foot alley, S 35° 28' 04" E 159.85' to an iron pin set on the northwesterly right-of-way of Division Street (formerly McTyeire Street) at the

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 350,000.00

Affiant

Subscribed and sworn to before me, this the 5th day of January 19 79.

Notary Public

My commission expires: 10-17-82
(Affix Seal)

NOTARY PUBLIC STATE OF TENNESSEE

back edge of existing sidewalk; thence, with the northwesterly right-of-way of Division Street and back edge of existing sidewalk, S 47° 41' 21" W. 145.50 feet to an iron pin at the common corner of Kleen Rite Cleaners, Inc. and Martha Ann Dillion, Lewi Lyne, III Property as of record in Deed Book 113, page 119, said Register's Office; thence, with the common line between Kleen Rite Cleaners and Dillion, Lyne Property and severing original Lot 141, Boyd Home Tract, N 34° 55' 24" W 383.15 feet to an iron pin set on the southeasterly right-of-way of Broad Street (Hillsboro Pike) at the back edge of existing sidewalk; thence, with the southeasterly right-of-way of Broad Street (Hillsboro Pike) and the back edge of existing sidewalk, N 37° 17' 39" E 146.67 feet to the point of beginning.

Being the same property conveyed to Kleen Rite Cleaners, Inc. by deed from Silas F. Sims, et ux, of record in Book 2397, page 161, Register's Office for said County, Ewing Nicholson, et ux, of record in Book 1642, page 167, said Register's Office, Charles J. Elbrick, et al. of record in Book 2293, page 38, said Register's Office, Vito Melfi, Sr., et ux, of record in Book 2537, page 596, said Register's Office, and Brice R. Anderson, et ux, of record in Book 2396, page 567, Register's Office for said County.

This deed is executed pursuant to a Contract for Sale of Real Estate between the Grantor and the Grantee dated December 8, 1978, the provisions of which shall survive this closing.

~~XXXXXXXXXX~~ This is improved (~~X~~) property, known as 1711 (House Number) Broadway (Street) P. O. Address: Nashville (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Nashville City Bank and Trust Co., its *(successors), ~~XXXX~~ 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,* except taxes for the year 1979, which will be prorated and assumed by the grantee.

We *further covenant and bind* ourselves, our successors and / assigns, ~~XXXX and XXXXXXXXXX~~ *to warrant and forever defend the title to said real estate to said* Nashville City Bank and Trust Co., its *(successors), ~~XXXX~~ 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 Nashville City Bank and Trust Co. *hereinafter referred to as trustors, hereby transfer and convey unto* Thomas M. Evans, *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 ~~XXXXXXXXXXXXXXXXXXXXXXXX~~ 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.

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 6 *day of* January *19* 79.

KLEEN RITE CLEANERS, INC.

By: Ewing Nicholson

Ewing Nicholson, President

NASHVILLE CITY BANK AND TRUST CO.

By: Bruce L. Thomas, V.P.

Attest:

Assistant Secretary

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

.....*Notary Public*

Commission expires.....

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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.....

JAN-5 79	CONV	*	~~B~~ 350 000.00	
JAN-5 79	MORT'G	*	291,666.66	
JAN-5 79	S'TAX		B* 910.00	
JAN-5 79	S'TAX		B* 289.70	
JAN-5 79	PR'FEE		B* .50	
JAN-5 79	W'DEED		B* 8.00	* 1,208.20

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Darlene T. Marsh, *a Notary Public of the State and County aforesaid, personally appeared* Ewing Nicholson, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* President, *of the* Kleen Rite Cleaners, 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* 5th *day of* January, *19* 79.

Darlene T. Marsh
Notary Public

Commission expires 10-17-82

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Darlene T. Marsh a Notary Public within and for the State and County aforesaid, personally appeared Bruce E. Hammond and Harvey T. Kirkpatrick, with whom I am personally acquainted and who upon their several oaths acknowledged themselves to be Senior Vice President and Assistant Vice President, respectively of the Nashville City Bank and Trust Co., the within named bargainor, a banking institution organized and existing under the laws of the State of Tennessee, and that they as such Senior Vice President and Assistant Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the said Nashville City Bank and Trust Co. by the said Bruce E. Hammond as such Senior Vice President, and attesting the same by the said Harvey T. Kirkpatrick as such Assistant Vice President.

Witness my hand and official seal at office at Nashville, Tennessee, on this, the 5th day of January, 1979.

My commission expires: 10-17-82

Darlene T. Marsh
Notary Public

INSTALLMENT DEED

FROM KLEEN RITE CLEANERS, INC.

TO NASHVILLE CITY BANK AND TRUST CO.

F. 0 8 2 3 5

IDENTIF. REFERENCE

JAN 5 1 16 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Chicago Title Insurance Company
First American Center — Phone 255-4637
NASHVILLE, TENNESSEE 37238