This Deed Prepared By:
Leon Ruben, Attorney
325 Plus Park Blvd.
Nashville, Tenn. 37217

Mail

This Form furnished by Attorneys Title Company, Inc.

BOOK 5511 PAGE 822

INSTALLMENT DEED

Form No. WD - 4

7432

10/10 2:32:50

FROM

C. A. HESTER

TO

WINTERS BATTERY COMPANY INC.

For draftsman's use

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Winters Battery Co. Inc (NAME)	SAME (NAME)	105-8-267 RS
8500 Franklin Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Brentwood, Tenn. 37027 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

F.5.6.7.9.1

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

Oct 10 9 02 AM '79

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 65,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 28 DAY OF September, 1979

Notary Public

MY COMMISSION EXPIRES: June 5, 1983

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of ----------$65,000.00----------
Sixty Five Thousand and no/100---------- DOLLARS

of which $ 5,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has executed it's joint promissory note in the original amount of $60,000.00 payable to the order of C. A. Hester. Said note is payable in monthly installments for a period of sixty months, at the rate of $1,202.28 per month. Said monthly installments include principal and interest at the rate of 7½% per annum with the first payment being due on or before the first day of November, 1979, and each first day of the month thereafter until both principal and interest are paid in full.

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,

C. A. Hester

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

Winters Battery Company Inc., a Tennessee Corporation

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

A certain Lot or parcel lying in the sixth civil district of Davidson County, Tennessee, more particularly described as follows:

Beginning at a point in the south margin of Culvert Street, 25 feet east of the center line of the Tennessee Central Railway; thence in an easterly direction along the south margin of Culvert Street, 356 feet to a point; thence south at right angles to Culvert Street, 304 feet, more or less, to a point 50 feet north of the center line of the Grantor's Lebanon Branch Main Track,; thence in a westerly direction along a line north of, parallel to and distant at all points 50 feet from the center line of said Main track, 358 feet, more or less, to the east right of way line of the Tennessee Central Railway; thence north with the east right of way line, which is east of, parallel to and distant at all points 25 feet from the center line of the Tennnessee Central Railway's main track, 244 feet, more or less, to the point of beginning, containing 2.24 acres, be the same more or less.

Being the same property conveyed to C. A. Hester by deed from N & C. RY Co. of record in Book 1174, Page 137, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, known as 10 Culvert Street (House Number) (Street) Nashville, Tennessee (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 covenant that we are lawfully seised 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 Leon Ruben, **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 **with 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 28 day of September 19 79.

C. A. Hester

C. A. Hester

WINTERS BATTERY COMPANY, INC.

By: Eugene HESTER, President

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 C. A. Hester

the 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 28 day of September 19 79

Elizabeth Loder, Notary Public.

Commission expires June 5, 1983

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Eugene Hester, with whom I am personally acquainted, and who, upon oath, acknowledged him self to be President of the Winters Battery Company, 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 28 day of September, 19 79.

Elizabeth Loder, Notary Public.

Commission expires June 5, 1983

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5511 PAGE 824

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

65000.00- CO
60000.00- MO
185.00 CO TX
50.00 MO TX
.50 PRFEE
6.00 RECD
CHECK 250.50-
7432A10/10/79 BAL .0-

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F. 5 6 7. 9 1

IDENTIF. REFERENCE T

OCT 10 9 02 AM '79

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

No. 717568