INSTALLMENT DEED BOOK 5520 PAGE 77

For and in Consideration of the sum of Sixty Thousand & No/100 - - - - - - - - - - - - - - - - - - - - - - - - - - - - ($60,000.00) - - - - - - - - - - - - - Dollars,

of which Ten Thousand & No/100 - - - - ($10,000.00) - - - - - - - - Dollars,

has been paid in cash by Disser Enterprises, Inc., a Tennessee Corporation,

the receipt of which is hereby acknowledged, and for the remainder of Fifty Thousand & No/100 - - - - - - - - - - - - ($50,000.00) - - - - - - - - - - - - - - Dollars,

the said Disser Enterprises, Inc. has given its promissory note, of even date herewith, payable to Lucile Cate Spain, George H. Cate, Jr., and Robert L. Cate, and payable in 120 monthly installments of $ 660.75 each, including principal and interest at 10 per cent per annum beginning November 1st, 1979. The maker of the note has the privilege of prepayment at any time without penalty. The note further provides

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx for payment of attorney's fees, and to secure the payment of said note~~s~~, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, we, Lucile Cate Spain, George H. Cate, Jr., and Robert L. Cate

have this day bargained and sold, and do hereby transfer and convey unto the said Disser Enterprises, Inc., its successors xxxx and assigns,

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

Land in Davidson County, Tennessee, being Lots Nos. 6, 7, 8 and the southerly 9 feet of Lot No. 9 on the Map showing Subdivision of Lots Nos. 1 and 2, 55 to 59, inclusive, and Lots Nos 100 to 104, inclusive on the Plan of Maynor Place, the map of said Subdivision being of record in Book 843, Page 31, Register's Office for said County.

Said Lots Nos. 6, 7, 8 and part of Lot No. 9 front together 100 feet on the westerly side of the Gallatin Pike and extend back 163 1/2 feet on the southerly line, with the northerly margin of Maynor Avenue, and 163 1/4 feet on the northerly line to a dead line on which they measure 100 feet.

Being the same property a remainder interest in which was conveyed to Lucile Cate Spain, George H. Cate, Jr., and Robert Louis Cate, subject to a life estate reserved in Geo. H. Cate, by deed from Geo. H. Cate, of record in Book 5349, Page 669, Register's Office for Davidson County, Tennessee. The said Geo. H. Cate having since died.

This is unimproved ( ) improved (X) property, know as 3217-3225 Gallatin Pike Nashville, TN 37216
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Disser Enterprises, Inc., its successors 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 by a sewer easement and a lease. Taxes for 1979 are prorated.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Disser Enterprises, Inc., its successors 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 it matures as hereinafter provided, and for the consideration of one dollar, to it in hand paid, - - - - - - -, the said Disser Enterprises, Inc.

does hereby transfer and convey unto Jon L. Setzer, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

, the said Disser Enterprises, Inc., does 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 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 and holder of said notes, as his interst may appear.

It further agrees 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 it 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 , the said Disser Enterprises, Inc., shall pay the notes aforesaid when due, according to 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 it fail to pay 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; it 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, all remaining balance 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. Grantee agrees that the Trustee may, at any time after default in the payment of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. Grantee further agrees 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 the 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 Disser Enterprises, Inc., its 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, xxxxx xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx, 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 Jon L. Setzer, Trustee, shall be vested in said successor.

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 Lucile Cate Spain, George H. Cate, Jr., and Robert L. Cate and Disser Enterprises, Inc. hereunto set our hands at Nashville, Tennessee, this the 1st day of October 1979

Lucile Cate Spain
Lucile Cate Spain

George H. Cate, Jr.
George H. Cate, Jr.

Robert L. Cate
Robert Louis Cate

Disser Enterprises, Inc.
By: Philip Disser

**STATE OF TENNESSEE**
**Davidson County**

Personally appeared before me, Barbara M. Lee, a Notary Public in and for said County and State, the within named George H. Cate, Jr.

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 22nd day of October, 1979

Barbara M. Lee, Notary Public.

Commission Expires 1-15-83

**STATE OF** CALIFORNIA
MARIN **County.**

Personally appeared before me, Anne L. Foster, a Notary Public in and for said County and State, the within named Robert Louis Cate

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 California this 17th day of October, 1979

Anne L. Foster, Notary Public.

Commission Expires Dec. 19, 1980

OFFICIAL SEAL
ANNE L. FOSTER
NOTARY PUBLIC CALIFORNIA
PRINCIPAL OFFICE IN
Marin County
My Commission Expires Dec. 19, 1980

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 5520 PAGE 80

Before me, Margaret A. Cate, a Notary Public of the State and County aforesaid, personally appeared Philip Disser, with whom I personally acquainted, and who, upon oath, acknowledged him self to be President of the Disser Enterprises, 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 1st day of October, 1979.

Margaret A. Cate
Notary Public

Commission expires Nov 23, 1981.

(over for additional acknowledgements)

STATE OF MARYLAND
TALBOT COUNTY

Personally appeared before me, Margaret S. Byas a Notary Public in and for said County and State, the within named Lucile Cate Spain, the 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 St Michaels, Maryland, this 15th day of October, 1979.

Margaret S. Byas
Notary Public

My Comm. Expires: July 1, 1982

INSTALLMENT DEED

FROM Lucile Cate Spain, et al

TO Disser Enterprises, Inc.

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

F. 5 9 7 9 7.

IDENTIF. REFERENCE

OCT 26 9 58 AM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| Disser Enterprises, Inc. (NAME) | Same (NAME) | 72-6 |
| 6629 Ellesmere Road (STREET ADDRESS OR ROUTE NUMBER) | (STREET ADDRESS) | 24 |
| Nashville, TN 37205 (CITY) (STATE) (P. O. ZIP) | (CITY) (STATE) (ZIP) | 15DA 00295 |

THIS INSTRUMENT WAS PREPARED BY

George H. Cate, Jr., Attorney
1101 Stahlman Building
Nashville, TN 37201

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $60,000.00

George H. Cate, Jr.
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 22nd DAY OF October 19 79.

Barbara Byas
Notary Public

MY COMMISSION EXPIRES: 1-22-83

(AFFIX SEAL)

**OFFICIAL RECEIPT**

**FELIX Z. WILSON, II**

**REGISTER OF DAVIDSON COUNTY**
**NASHVILLE, TENNESSEE**

RECEIVED OF _____ BOOK 5520 PAGE 81

FOR _____

| | | |
|---|---|---|
| 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 |
|---|---|---|---|---|

60000.00- CO
50000.00- MO
156.00 CO TX
48.00 MO TX
.50 PRFEE
12.00 WDELD
CHECK 216.50-
1276A10/26/79 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F.5977

IDENTIF. REFERENCE

OCT 26 9 58 AM '79

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

No. 721288