NASHVILLE, TENN.

Installment Deed

BOOK 5530 PAGE 705

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
William L. Taylor et ux (NAME)	Same (NAME)	Map 82-9, Par. 336
336-A Ewing Lane (STREET ADDRESS OR ROUTE NUMBER)		~~Map 82-9, Par. 346~~
		Map 82-9, Par. 345
Nashville, Tennessee 37207 (CITY) (P. O. ZONE) (STATE)	Same (STREET ADDRESS) (CITY) (ZONE) (STATE)	~~Map 82-13, Par.~~ 315

FOR AND IN CONSIDERATION of the sum of FOUR HUNDRED NINETY THOUSAND TEN AND NO/100 ($490,010.00)-- *Dollars,*

of which TEN AND NO/100 ($10.00)-- *Dollars, has been paid in cash,* and for the remainder sum of ONE HUNDRED TWENTY THOUSAND FIVE HUNDRED SEVENTY-FIVE and 31/100 ($120,575.31) DOLLARS, William L. Taylor and wife, Ollie Taylor, have assumed and agreed to pay the balance of an indebtedness secured by deed of trust of record in Book 4159, page 321, Register's Office for Davidson County, Tennessee, and for the remainder sum of TWENTY ONE THOUSAND FOUR HUNDRED NINETY-NINE AND 44/100 ($21,499.44) DOLLARS, William L. Taylor and wife, Ollie Taylor, have assumed and agreed to pay the balance of an indebtedness secured by deed of trust of record in Book 4612, page 915, Register's Office for Davidson County, Tennessee, and have executed their promissory note in the principal amount of Three Hundred Forty-Seven Thousand Nine Hundred Twenty-Five and 25/100 ($347,925.25) Dollars, payable in annual installments as follows: On the 1st day of November, 1980, the sum of Sixty-Nine Thousand Five Hundred Eighty-Five and 05/100 ($69,585.05) Dollars, and thereafter four (4) annual installments each for a like amount on the 1st day of November, 1981, 1982, 1983 and 1984, together with interest on the unpaid balance at the rate of seven (7%) per cent per annum, payable annually on the dates said installments are due,

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, MID-TENN SUPPLY COMPANY, a Tennessee corporation,

have this day bargained and sold, and do hereby transfer and convey unto the said WILLIAM L. TAYLOR and wife, OLLIE TAYLOR, their

(successors), heirs and assigns,

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

TRACT I: Being Lots Nos. 7, 8, 9, and the southerly 89 1/3 feet of Lot No. 10, D. T. McGavock's First Addition to Nashville, a plan of which is recorded in Plan Book No. 10, pages 606, 607, and 608, Register's Office for said County, described as follows:

Said Lots Nos. 7, 8, 9, and the southerly 89 1/3 feet of Lot No. 10, adjoin and front together 373 feet on the westerly margin of Third Avenue North, and run back 177 feet along the southerly margin, being the northerly margin of Madison Street, and 177 feet along the northerly margin to the easterly margin of an alley, on which it fronts 371 feet.

Being the same property conveyed to Mid-Tenn Supply Company by deeds as follows: Deed from K. O. Haury et al, of record in Book 3908, page 559 (as to Lot 7); deed from Charles H. Wiles and wife, of record in Book 2997, page 425 (as to Lot 8); deeds from William C. McKay, of record in Book 4034, page 428, and from Mrs. Marguerite J. Roesch Smith, of record in Book 2451, page 345, and deed from Mary Lena McGlothin, of record in Book 2811, page 31 (as to Lot 9); deeds from Mary Lena McGlothin of record in Book 2811, page 31, from Jesse R. Farmer and

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 490,000.00

Subscribed and sworn to before me, this the 5th day of November 1979

W. L. Taylor
Affiant

My commission expires: 6-3-81 (Affix Seal)

Notary Public

wife, of record in Book 2811, page 37, and from Mamie Louise Ryan, of record in Book 2811, page 39 (south 89 1/3 feet of Lot 10), all as of record in the Register's Office for Davidson County, Tennessee.

TRACT II: Being part of Lot No. 30 on the Map of Balch and Whitesides Addition to Nashville, as of record in Minute Book "D", pages 734 of the Circuit Court as follows.

Said part of said lot fronts 51 feet on the westerly side of 3rd Avenue North, formerly College Street, and runs back between parallel lines, along the north margin of Jackson Street, 173 feet, more or less, to an alley.

Being property vested in Mid-Tenn Supply Company, formerly Electrical Machinery & Supply Company, by charter amendment as of record in Book 2327, page 589, as conveyed to Electrical Machinery & Supply Company by deed from Mrs. Vinie Mai Merryman and husband, as of record in Book 1633, page 219, Register's Office for said County.

TRACT III: Being the southerly 40 feet of the easterly part of Lot No. 12 on the Plan of D. T. McGavock's First Addition, as of record in Book No. 10, pages 606, 607, 608, and 609, Register's Office for said County, and more fully described as follows:

Said part of Lot No. 12 fronts 40 feet on the westerly side of 3rd Avenue North, formerly College Street, and runs back between parallel lines 177 feet, more or less, to an alley.

Being the same property conveyed to Mid-Tenn Supply Company by deed from W. J. Merritt and wife, Rosa Lee Merritt, as of record in Book 2883, page 355, said Register's Office.

TRACT IV: Being the northeast part of Lot No. 11 on the Map of D. T. McGavock's Addition, of record in Book 10, pages 606-609, inclusive, Register's Office for said County.

Said part of said lot fronts 56 feet on the westerly side of Third Avenue North and runs back between parallel lines 177-1/3 feet to a dead line.

Being the same property conveyed to Mid-Tenn Supply Company, a Tennessee corporation, by deed from Lee A. Enoch, Jr. and wife, Mary M. Enoch, of record in Book 3615, page 177, Register's Office for Davidson County, Tenn.

This is unimproved ( ) improved (X) property, known as 1201, 1205-7, 1225, 1227 3rd Avenue No., Nashville, Tenn.
(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 WILLIAM L. TAYLOR and wife, OLLIE TAYLOR, their *(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 by deeds of trust of record in Book 4159, page 321, and Book 4612, page 915, Register's Office for Davidson County, Tennessee, and taxes for the year 1979, subject to which this conveyance is executed.

It *further covenants and binds* itself, its successors ~~XXX~~ *heirs and representatives, to warrant and forever defend the title to said real estate to said* William L. Taylor and wife, Ollie Taylor, their *(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 William L. Taylor and wife, Ollie Taylor, *hereinafter referred to as trustors, hereby transfer and convey unto* John A. Gupton, III, *, 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 $ 400,000.00 *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.

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 5th *day of* November, *19* 79

MID-TENN SUPPLY COMPANY

By: William H. Wiles

William H. Wiles, President

William L. Taylor

Ollie Taylor

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Annie D Smith, *a Notary Public in and for said County and State,* William L. Taylor and wife, Ollie Taylor,

the within named 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* 5th *day of* November, *19* 79

NOV 6 1979
REGISTER
DAVIDSON COUNTY, TENN.

Annie D Smith *Notary Public*

Commission expires 2-6-1984

STATE OF.....

COUNTY OF.....

BOOK 5530 PAGE 708

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, Annie G. Smith, *a Notary Public of the State and County aforesaid, personally appeared* William H. Wiles, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* President *of the* Mid-Tenn Supply Company, *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* November, *19* 79

Commission expires 6-2-81 Annie G. Smith *Notary Public*

NOTARIAL SEAL ANNIE G. SMITH NOTARY PUBLIC DAVIDSON COUNTY, TENN.

IDENTIF. REFERENCE

Nov 14 2 51 PM '79

FELIX Z. HAISLIP REGISTER DAVIDSON COUNTY, TENN.

F 633 53
F. 63359

5704

INSTALLMENT DEED

FROM
Mid-Tenn Supply Company

TO
William L. Taylor et ux

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

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5530 PAGE 709

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
			490000.00- CO	
			367925.25- MO	
			1274.00 CO TX	
			945.50 MO TX	
			.50 PRFEE	
			12.00 MISC	
			CHECK 1552.45-	
5704	11/14/75		RAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F. 63353

IDENTIF. REFERENCE

NOV 14 2 51 PM '79

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

No. 725591