This Instrument Was Prepared
By Dewey W Pedigo Of The
Law Firm: Pedigo & Saindon
301 Stahlman Bldg., Nashville, TN

Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
The Glen Limited	Same	119-16-10
(NAME) Suite 1307 315 Union St	(NAME)	
(STREET ADDRESS OR ROUTE NUMBER) Nashville Tenn 37201	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of SIXTY THOUSAND AND NO/100 ($60,000.00) ---------- *Dollars,*

of which -----SEVENTEEN THOUSAND FOUR HUNDRED AND NO/100 ($17,400.00)----- ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder FORTY-TWO THOUSAND SIX HUNDRED AND NO/100 ($42,600.00)---------- *Dollars,*

The Glen Limited, a limited partnership

has executed

an installment deed note payable to the order of Mary J. Skeen in the principal amount of $42,600.00 payable in two equal annual payments of $21,300.00 each, plus interest at the rate of 10% per annum. The first payment being due and payable one year from even date. It is agreed that no payment in said note shall be made prior to January 1, 1981 but after said date. Said note may be paid in full without penalty. Interest on said note to be paid semi-annually with the first interest payment due and payable six months from even date.

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,

Mary J. Skeen and husband, Henry W. Skeen

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

The Glen Limited, a limited partnership

their ~~successors~~, *heirs and assigns,*

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

Land in the 6th, formerly the 9th, Civil District of Davidson County, Tennessee, being parts of Lots Nos. 12 and 13 and part of the tract designated "For Future Development - J. P. Ellis' lying easterly from and adjacent to said Lots Nos. 12 and 13 all on the Map of J. P. Ellis' Glencliff Subdivision, Section "A", as of record in Book 1130, page 23, Register's Office for said County, described together partly according to a survey made by Z. J. Wilkinson, Surveyor, April 6, 1946, as follows: BEGINNING at an iron stake in the easterly margin of Glencliff Road at the common corner of Lots Nos. 11 and 12 on said Map of J. P. Ellis' Glencliff Subdivision; thence with the line between said Lots Nos. 11 and 12, south 87 deg. 15' east, passing the rear common corner of said Lots Nos. 11 and 12 at 364 feet, and continuing in the same direction with the southerly line of the property conveyed to R. L. Bennett and wife, by deed from J. P. Ellis, Trustee, as of record in Book 1212, page 71, said Register's Office, in all 1064 feet to an iron pin in the westerly line of the property conveyed to John B. Robinson and wife, by deed from J. P. Ellis, Trustee, as of record in Book 1194, page 134, said Register's Office; thence with said Robinson's westerly line along a fence, south 2 deg. 15' west 175 feet to a stake at the northeast terminus of a proposed 50 foot street, said stake lying north 2 deg. 15' east along said

Cont'd.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

Affiant

Subscribed and sworn to before me, this the 31 day of July, 19 80

Notary Public

My commission expires: 12-17-83 (Affix Seal)

Robinson's westerly line 50 feet from the northeast corner of the property conveyed to John B. Robinson and wife, by deed from J. P. Ellis', Trustee, as of record in Book 1236, page 578, said Register's Office; thence with the northerly margin of said proposed street, north 87 deg. 15' west passing the southeast corner of said Lot No. 13 at 700 feet, in all 814 feet to the southeast corner of the property conveyed to James B. McKinney and wife by deed from R. S. Buck, as of record in Book 2640, page 439, said Register's Office; thence with said McKinney's easterly line, northerly and parallel to Glencliff Road, passing the line between said lots Nos. 12 and 13 at 75 feet, in all 87.5 feet to said McKinney's northeast corner; thence with said McKinney's northerly line, westerly and parallel to said proposed street and 87.5 feet therefrom 250 feet to the easterly margin of Glencliff Road; thence with the easterly margin of Glencliff Road, north 2 deg. 15' east 87.5 feet to the beginning.

Being the same real property conveyed to Mary J. Skeen, by deeds from R. S. Buck, one dated February 11, 1961, filed November 7, 1961 and recorded in Book 3309, page 199, and the other dated February 11, 1961 filed November 7, 1961, and recorded in Book 3309, page 195, said Register's Office.

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This conveyance is made subject to a 20 foot easement for public utilities 185 foot building setback line from Glencliff Road, 15 foot building setback line from a proposed street, as shown on plan of record in Book 1130, page 23, said Register's Office and amended as to said setback line from Glencliff Road by instrument of record in Book 1556, page 460, said Register's Office, and restrictive covenants of record in Book 1163, page 372, Register's Office for said County.

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 The Glen Limited, a limited partnership *their* ~~xxxxxxxx~~ (successors), *heirs 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 1980 taxes which have been prorated based on 1979 taxes and assumed by the purchaser. Adjustment will be made if taxes are increased.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* The Glen Limited, a limited partnership, *their* ~~xxxxxxx~~, *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 The Glen Limited, a limited partnership *hereinafter referred to as trustors, hereby transfer and convey unto* Dewey Pedigo, Jr., *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 $....., 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 31st *day of* July, *19* 80

Mary J. Skeen

Mary J. Skeen

Henry W. Skeen

Henry W. Skeen

Grantors

THE GLEN LIMITED, a limited partnership

BY: GENERAL PARTNERS

George Gianikas

George Gianikas

FMS, INC. d/b/a FIRST MANAGEMENT SERVICES

BY: Willie K. Davis

Willie K. Davis, President

Grantees

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Dewey W. Podrigo, *a Notary Public in and for said County and State,* Mary J. Skeen and husband, Henry W. Skeen

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* 31st *day of* July, *19* 80

Dewey W. Podrigo

Notary Public

Commission expires 10-17-82

NOTARY PUBLIC STATE OF TENNESSEE AT LARGE

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Delvey W. Pedigo, *a Notary Public in and for said County and State,* George Gianikas, a general partner of The Glen Limited, a limited partnership, *the within named bargainor, with whom I am personally acquainted, and who acknowledged that* he as a general partner *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, Tennessee *this* 31st *day of* July, *19* 80.

Delvey W. Pedigo
Notary Public at large

Commission expires 10-17-82

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Delvey W. Pedigo, *a Notary Public of the State and County aforesaid, personally appeared* Willie K. Davis, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* President *of the* FMS, Inc. d/b/a First Management Services, a general partner of the Glen Limited, *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* himself as President

Witness my hand and seal, at office in Nashville, Tennessee *this* 31st *day of* July, *19* 80

Delvey W. Pedigo
Notary Public at large

Commission expires 10-17-82

G.0.0.7.9

IDENTIF. REFERENCE

JUL 31 2 23 PM '80

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

INSTALLMENT DEED

FROM

MARY J. SKEEN, ET VIR

TO

THE GLEN LIMITED, a limited partnership

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

PEDIGO & SAINDON

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____ BOOK 5631 PAGE 361

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
			42600.00-	MO
			156.00	CO TX
			40.60	MO TX
			.50	PRFEE
			12.00	WDEED
			CHECK	209.10-
2769	A	07/31/80	BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 0 0 0 7 3

IDENTIF. REFERENCE

JUL 31 2 23 PM '80

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

No. 770947