BOOK 5672 PAGE 972

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED

Form No. WD - 4

FROM

Harold W. Schindler and wife,

Martha Schindler

TO

Robert L. Link, Hugh F. Spain and Robert Spain, as tenants in common

For draftsman's use

THIS INSTRUMENT PREPARED BY:
DEARBORN & EWING, Attorneys
Suite 1200, One Commerce Place
Nashville, Tennessee 37239

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Robert L. Link, Hugh F. Spain and Robert Spain (NAME)	SAME (NAME)	92-4;311
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	92-8;5
(CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

G.L.5587

IDENTIF. REFERENCE

Nov 3 9 40 AM '80

REGISTER'S OFFICE
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 160,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 31st DAY OF October, 19 80.

Notary Public

MY COMMISSION EXPIRES: 12/15/83

(AFFIX SEAL)

NOTARY PUBLIC, DAVIDSON CO.

FOR AND IN CONSIDERATION OF the sum of One Hundred Sixty Thousand and No/100---

DOLLARS

of which $ 10,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed two Installment Deed Notes of even date herewith payable to the order of Grantors as follows: (1) note in the original principal amount of Fifteen Thousand and No/100 Dollars ($15,000.00), payable on or before January 1, 1981, said note bearing no interest, and (2) note in the original principal amount of One Hundred Thirty-Five Thousand and No/100 Dollars ($135,000.00), payable in one hundred eighty (180) consecutive monthly installments beginning February 20, 1981, with interest as provided in said note,

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,

Harold W. Schindler and wife, Martha Schindler

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Robert L. Link, Hugh F. Spain and Robert Spain, as tenants in common

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

(SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED BY REFERENCE AS FULLY AS THOUGH COPIED HEREIN).

This is unimproved ( ) improved (X) property, known as 801-805 16th Avenue, North, Nashville, Tennessee 37203
(House Number) (Street) 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 seized 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 William N. Dearborn 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 until the notes herein secured are 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 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 31st day of October 1980.

Harold W. Schindler
Harold W. Schindler

Martha Schindler
Martha Schindler

Robert L. Link
Robert L. Link

Hugh F. Spain
Hugh F. Spain

Robert Spain
Robert Spain

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 Harold W. Schindler and wife, Martha Schindler, and Robert L. Link, Hugh F. Spain and Robert Spain the bargainors, 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, Tennessee, this 31st day of October, 1980.

Notary Public.

Commission expires 10/15/83.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, , a Notary Public of the State and County aforesaid, personally appeared , with whom I am personally acquainted, and who, upon oath, acknowledged self to be of the , the within named bargainor, a corporation, and that he as such , being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by self as .

Witness my hand and seal, at office in , this day of , 19 .

, Notary Public.

Commission expires .

EXHIBIT A

TRACT NO. I:

Being part of Lot No. 143 on the plan of Judge John McNairy's Mansion House Tract, as of record in the Front Fly Leaf of Book 9, Register's Office for said County, described according to a survey made by Lewis D. Justice, Surveyor, August 28, 1944, as follows:

Beginning on the westerly margin of 16th Avenue North, formerly Park Avenue, at a point 176 feet north of the northeast corner of 6 feet of ground described in an agreement between S. V. Morrison, et al, and the N. C. & St. L. Railway, of record in Book 212, page 293, said Register's Office; thence at right angles, westwardly 203 feet 7 inches, more or less, to the easterly line of the Dahlgran lot; thence with the same northwardly 100 feet to the southwest corner of the property conveyed to H. L. Daniel by deed from Tennessee Burley Tobacco Company, as of record in Book 522, page 503, said Register's Office; thence with said Daniel's southerly line, eastwardly 203 feet 7 inches, more or less, to the westerly margin of 16th Avenue North; thence with same, southwardly 100 feet to the beginning.

TRACT NO. II:

Being part of Lot No. 143 on the plan of Judge John McNairy's Mansion House Tract, as of record in the Front Fly Leaf of Book No. 9, said Register's Office, described according to a survey made by H. B. Fowlkes, Surveyor, March, 1945, as follows:

Beginning at an iron pin on the southerly line of the property conveyed to N. Luther Bagwell, Sr., et al, by deed from Lion Oil Refining Company, of record in Book 1247, page 535, said Register's Office; said point being 52.68 feet west of the westerly margin of 16th Avenue North; thence with said line, south 53° 30' west 150.9 feet to an iron pin in the easterly line of the Cline & Bernheim property; thence with said line, south 36° 30' east 104.7 feet to an iron pin in the northerly margin of the right of way of the N. C. & St. L. Railroad; thence with the northerly margin of said right of way as follows: North 21° 45' east 25 feet; north 17° 15' east 25 feet; north 16° 50' east 25 feet; north 17° 35' east 25 feet; north 23° 50' east 25 feet, north 27° 30' east 25 feet, north 33° 25' east 25 feet and north 34° 35' east 8.9 feet to the beginning.

TRACT NO. III:

Being part of Lot No. 143 on the Plan of Judge John McNairy's Mansion House Tract, of record on the Front Fly Leaf of Book No. 9, said Register's Office; described partly according to a survey made by H. B. Fowlkes, Surveyor, March ____, 1945, as follows:

Beginning at a point on the southwesterly margin of 16th Avenue North at the southeast corner of a part of said Lot No. 143 conveyed to N. Luther Bagwell, Sr., et al, by Lion Oil Refining Company, by deed of record in Book 1247, page 535, said Register's Office; thence with said margin of said Avenue southeastwardly 176 feet more or less, to the northerly margin of a 6 foot strip of ground described in an agreement between S. V. Morrison, et al, and the N. C. & St. L. Railway, of record in Book 212, page 293, said Register's Office; thence with the northerly margin of said strip of land southwestwardly 203 feet 7 inches to the eastern boundary line of Cline & Bernheim, formerly Dahlgren lot; thence with same, north 36° 30' west 71.3 feet more or less to the southwest corner of a part of said Lot No. 143 conveyed to N. Luther Bagwell, Sr., et al, by Hermitage Mills, et al, by deed of record in Book 1318, page 241, said Register's Office; thence with Bagwell's line, north 21° 45' east 25 feet, north 17° 15' east 25 feet, north 16° 50' east 25 feet, north 17° 35' east 25 feet, north 23° 50' east 25 feet, north 27° 30' east 25 feet, north 33° 25' east 25 feet, north 34° 35' east 8.9 feet and north 53° 30' east 52.68 feet to the beginning.

TRACT NOS. I, II AND III being the same property conveyed to Harold W. Schindler and wife, Martha Schindler, by deed from Nashville Roofing Metal & Supply Company, Inc., of record in Book 5565, page 713, Register's Office for Davidson County, Tennessee.

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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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
			160000.00-	CO
			150000.00-	MO
			416.00	CO TX
			148.00	MO TX
			.50	PRFEE
			9.00	WDEED
				CHECK 573.50-
2095A	11/03/80			BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G. I. 5 5 8 7.

IDENTIF. REFERENCE

Nov 3 9 40 AM '80

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

No. 789626