Re-Record

BOOK 5707 PAGE 914

BOOK 5702 PAGE 463

This instrument prepared by:
Thomas C. Scott
Tune, Entrekin & White
26th Floor
First American Center
Nashville, Tennessee 37238

INSTALLMENT DEED

Address New Owner(s) as Follows:	Send Tax Bills To:	Map Parcel No.
Thomas C. Scott, Trustee 26th Floor First American Center Nashville, Tennessee 37238	Thomas C. Scott, Trustee 26th Floor First American Center Nashville, Tennessee 37238	93-6-1 103

FOR AND IN CONSIDERATION of the sum of TWO HUNDRED SEVENTY FIVE THOUSAND and NO/100 DOLLARS ($275,000.00), of which SIXTY EIGHT THOUSAND SEVEN HUNDRED FIFTY and NO/100 DOLLARS ($68,750.00), has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder of TWO HUNDRED SIX THOUSAND TWO HUNDRED FIFTY and NO/100 DOLLARS ($206,250.00) a Note has been executed by THOMAS C. SCOTT, TRUSTEE, said Note being of even date herewith providing for payment of attorneys' fees incurred in collection of said Note, and to secure the payment of said indebtedness, principal, interest, and attorneys' fees, a lien is expressly retained on the land herein conveyed, ELEANOR W. SISK and CHARLES B. WHITWORTH, JR. have this day bargained and sold, and do hereby transfer and convey unto the said THOMAS C. SCOTT, TRUSTEE, his successors, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being part of Lot No. 55 on the Plan of the Original Town of Nashville, not of record, and described according to a survey dated January 6, 1981 prepared by Barge, Waggoner, Sumner & Cannon, Engineers, as follows:

To find the point of beginning for the hereinafter described property, begin at the northeast corner of Fourth Avenue, North and Commerce Street; thence with the easterly margin of Fourth Avenue, North, north 29° 51' west a distance of 115.25 feet to the northerly boundary of the R. C. Mathews Contractor, Inc. property as conveyed to R. C. Mathews Contractor, Inc. by deed recorded in Book 5009, Page 281, Register's Office for said County, said point being the point of beginning for the hereinafter described property; thence continuing along the easterly margin of said Fourth Avenue, North, north 29° 51' west a distance of 66.79 feet to a point in the southerly boundary of the Life and Casualty Insurance Company property of record in Book 4280, Page 848, said Register's Office; thence north 59° 33' east a distance of 174.00 feet to a point in the westerly margin of Metro Alley No. 10 (Printers Alley); thence with said westerly margin of said Alley south 30° 08' east 68.17 feet to the northerly boundary line of said R. C. Mathews, Inc. property; thence with said northerly boundary of said R. C. Mathews, Inc. property south 60° 00' west a distance of 174.33 feet to the point of beginning.

Said property being the same property conveyed to Charles B. Whitworth, Jr. and Eleanor Whitworth Sisk as of record in Book 2884, Page 27, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said THOMAS C, SCOTT, TRUSTEE, his successors, heirs and assigns forever, ELEANOR W. SISK and CHARLES B. WHITWORTH, JR. covenant that they 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. ELEANOR W. SISK and CHARLES B. WHITWORTH, JR. further covenant and bind their heirs and representatives, to warrant and forever defend the title to said real estate to said THOMAS C. SCOTT, TRUSTEE, his 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 THOMAS C. SCOTT, TRUSTEE, hereinafter referred to as Trustors, hereby transfers and conveys unto Third National Bank, Trustee, its 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 under policies in form satisfactory to the holder of the secured indebtedness and by companies satisfactory to said holder for the sum of TWO HUNDRED SEVENTY FIVE THOUSAND and No/100 DOLLARS ($275,000.00), 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, the lawful owner or holder of said indebtedness as his interest may appear. Upon request Trustors shall deliver the original of said policies or policy to the holder of said indebtedness.

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 interest from the date of payment at the highest rate then permissable in the State of Tennessee, and shall be and become a part of the indebtedness secured hereby.

Now, if Trustors shall pay the secured indebtedness when due according to its terms, pay all real estate taxes when due against the property conveyed hereunder during the term of the indebtedness, maintain the property in good repair, maintain the required insurance and pay any and all 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 when due, or if, Trustors fail to pay said taxes when due, maintain the property in good repair or insured, or pay said other sums when due, as herein provided, and Trustors fail to reimburse the Trustee, or the lawful owner and holder of said indebtedness for all sums with interest, so expended by said Trustee, or the 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.

Re-Recorded
BOOK 5707 PAGE 916

BOOK 5702 PAGE 465

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.

WITNESS our hands this 14th day of January, 1981, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

Eleanor W. Sisk
ELEANOR W. SISK

Thomas C. Scott, Trustee
THOMAS C. SCOTT, TRUSTEE

Charles B. Whitworth Jr.
CHARLES B. WHITWORTH, JR.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is _____ ($37,500.00).

Subscribed and sworn to before me, this the 14th day of January, 1981.

Thomas C. Scott
AFFIANT

Juanita V. Thomason
NOTARY PUBLIC

My commission expires: July 21, 1984

This is property known as Part of Lot No. 55 on the Plan of the Original Town of Nashville, not of record.

RUSH

IDENTIF. REFERENCE
FEB 5 3 09 PM '81
FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

Re-Record
G. 2837

01/21 931.70- CHECK

5957

Re-Recorded
BOOK 5707 PAGE 917

BOOK 5702 PAGE 466

STATE OF FLORIDA)
COUNTY OF St Johns)

Personally appeared before me, Bruce W. Gordon, a Notary Public in and for said County and State, Eleanor W. Sisk, the within named 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 17 day of January, 1981.

NOTARY PUBLIC

My commission expires: [illegible] 4, 1983

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, [illegible], a Notary Public in and for said County and State, Charles B. Whitworth, Jr., the within named 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 14th day of January, 1981.

NOTARY PUBLIC

My commission expires: [illegible]

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, [illegible], a Notary Public in and for said County and State, Thomas C. Scott, Trustee, the within named 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 14th day of January, 1981.

RUSH

NOTARY PUBLIC

My commission expires: [illegible]

IDENTIFICATION REFERENCE
JAN 21 3 47 PM '81
FELIX [illegible]
DAVIDSON COUNTY, TENN.

G 2626 1

Re Record

BOOK 5707 PAGE 918

STATE OF FLORIDA)
COUNTY OF St Johns)

Personally appeared before me, Bruce W. Gordon, a Notary Public in and for said County and State, Eleanor W. Sisk, the within named 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 Ponte Vedra, Florida, this 3 day of Feb, 1981.

Bruce W. Gordon
NOTARY PUBLIC

My commission expires: [illegible]