Installment Deed

THIS INSTRUMENT WAS PREPARED BY LOWE WATKINS, ATTORNEY, 18TH FLOOR, FIRST AMERICAN CENTER, NASHVILLE, TENN. 37238

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Cummings Properties Incorporated	SAME	94-6 13
(NAME:)	(NAME:)	
200 12th Avenue South		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS) BOOK 5798 PAGE 844	
Nashville Tennessee 37203		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Four Hundred Thirty-Four Thousand Seven Hundred and No/100 ($434,700.00)---------- *Dollars, of which* One Hundred Thirty-Nine Thousand Six Hundred Seventeen and 28/100 ($139,617.28)---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Two Hundred Ninety-Five Thousand Eighty-Two and 72/100 ($295,082.72)---------- *Dollars,*

CUMMINGS PROPERTIES INCORPORATED assumes and agrees to pay to the Holder thereof as and when due the principal unpaid balance ($155,465.44) of an indebtedness in the original sum of $225,000.00 evidenced by a Promissory Note of Maryland Realty Company dated November 5, 1973, secured by Deed of Trust of record in Book 4761, page 946, Register's Office for Davidson County, Tennessee, from Maryland Realty Company to John E. Procter, Trustee, payable to Board of Publication of The Methodist Church, Inc., and for the remainder of the purchase price CUMMINGS PROPERTIES INCORPORATED has executed and delivered its Promissory Note of even date herewith in the sum of $139,617.28 payable to MARYLAND REALTY COMPANY one year after the date of this deed, with interest at the rate of 14% per annum.

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, MARYLAND REALTY COMPANY

have this day bargained and sold, and do hereby transfer and convey unto the said CUMMINGS PROPERTIES INCORPORATED, its

(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

SEE ATTACHMENT.

RUSH

FILED AND RECORDED IN THE REGISTER'S OFFICE DAVIDSON COUNTY, TENN.
SEP 25 3 53 PM '81

IDENTIF. REFERENCE

61476

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 434,700.00

Affiant

Subscribed and sworn to before me, this the 25 day of September, 19 81

Notary Public

My commission expires: 7/23/85

(Affix Seal)

This is unimproved (X) improved ( ) property, known as Lot 38C, Visco Drive, Nashville, Tennessee
(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 CUMMINGS PROPERTIES INCORPORATED, its ..... *(successors), heirs and assigns forever.* Grantor*covenant/s/that* it is *lawfully seized and possessed of said real estate in fee simple, has/s/ a good right to convey it, and that the same is unencumbered,* except as herein stated. 1981 taxes are a lien on the property, have been prorated and are assumed by CUMMINGS PROPERTIES INCORPORATED.

MARYLAND REALTY COMPANY *further covenant/s/and binds* itself, its successors and assigns ~~heirs and representatives~~, *to warrant and forever defend the title to said real estate to said* CUMMINGS PROPERTIES INCORPORATED, its ..... *(successors), heirs and assigns, against the lawful claims of all persons,* except as stated herein.

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 CUMMINGS PROPERTIES INCORPORATED ..... *hereinafter referred to as trustors, hereby transfer and convey unto* DANIEL R. LOFTUS *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

Being a parcel of land in the 3rd Civil District of Davidson County, Tennessee, and being Lot 38C on the Revision of Lot 38A and Lot 38C, a Resubdivision of Section 8, Visco, as recorded in Plat Book 5060, page 74, R.O.D.C., bounded on the north by the Cumberland River and on the south by Visco Drive, more particularly described as follows:

Beginning at a point in the north margin of Visco Drive, the southeast corner of Lot 38A, Section 8, Visco Industrial Subdivision;

Thence, N17°45'35"W, 1162.56 feet to a point in the low water line of the Cumberland River;

Thence, with the Cumberland River, N67°23'E, 325.97 feet to a point;

Thence, N75°10'E, 107.14 feet to a point;

Thence, leaving the Cumberland River, S19°54'E, 1200.28 feet to a point in the north margin of Visco Drive;

Thence, with a curve to the right having a central angle of 04°58' and a radius of 1879.86 feet, 162.96 feet to a point;

Thence, S74°52'W, 313.23 feet to the point of beginning.

Containing 12.42 acres, more or less.

Being the property conveyed to Maryland Realty Company by deed from Board of Publication of The Methodist Church, Inc. of record in Book 4761, page 944 and Book 4732, page 998, said Register's Office; excluding the portion conveyed to Malja Corporation by deed of Maryland Realty Company of record in Book 5103, page 339, said Register's Office.

This conveyance and the covenants and warranties contained herein are subject to the following encumbrances.

1. A Plan of record in Book 5060, page 74, said Register's Office, shows a 50 foot minimum building setback from Visco Drive and easement for sanitary sewers along the front of said Lot, a drainage easement along the easterly margin of said Lot, and a note stating that each and every lot to be served by sanitary sewers. Detail plans of sewers on file in the Department of Water and Sewerage Services, a minimum first floor elevation to be 418.1 M.S.L. (Flood of record adjusted for Percy Priest Dam) and minimum roadway elevation to be 414 feet which is below record flood.

2. Easement for the high and low water mark of the Cumberland River.

3. Restrictive covenants of record in Book 4218, page 237, said Register's Office, except Paragraph 9 thereof which said paragraph was waived in the deed to Board of Publication of the Methodist Church of record in Book 4325, page 646, said Register's Office.

4. Approval of development by the Metropolitan Stormwater Management Committee in Appeal. No. 81-7, Map No. 94-6, Parcel No. 13, on July 15, 1981, conditioned on the first floor elevation being a minimum of 418.1 M.S.L. and that any buildings below said elevation shall be adequately floodproofed. The United States Army Corps of Engineers has established the one hundred year frequency flood elevation of the Cumberland River at this location to be elevation 417.1 M.S.L.

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.

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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 25th *day of* September, *19* 81.

MARYLAND REALTY COMPANY

By: [signature] V.P.
Title

CUMMINGS PROPERTIES INCORPORATED

By: [signature] President
Title

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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..... Tennessee, this.....day of....., 19.....

..... Notary Public

Commission expires.....

STATE OF.....
COUNTY OF.....

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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, Sandra G. Buchanan, *a Notary Public of the State and County aforesaid, personally appeared* Neely Coble, Jr., *with whom I am personally acquainted, and who, upon oath, acknowledged* himself *to be* Vice President *of the* MARYLAND REALTY COMPANY, *the within named bargainor, a corporation, and that* he *as such* Vice 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* Vice President.

Witness my hand and seal, at office in Nashville, Davidson County, Tennessee, *this* 25th *day of* September, *19*81

Sandra G Buchanan *Notary Public*

Commission expires 4-18-82

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Claudia E Hawks a Notary Public of the State and County aforesaid, personally appeared Howard Cummings Jr., with whom I am personally acquainted, and who, upon oath, acknowledged him self to be President of CUMMINGS PROPERTIES INCORPORATED, 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, Davidson County, Tennessee, this 25th day of September, 1981.

Claudia E Etheridge
Notary Public

My Commission Expires:

7/28/85

THIS INSTRUMENT WAS PREPARED BY LOWE WATKINS, ATTORNEY, 18TH FLOOR, FIRST AMERICAN CENTER, NASHVILLE, TENN. 37238

1283.33- CHECK

INSTALLMENT DEED

FROM

TO

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 _____

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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
			434700.00- CO	
			139617.28- MO	
			1130.28 CO TX	
			137.60 MO TX	
			.50 PRFEE	
			15.00 WDEED	
			CHECK 1283.38-	
			9951A09/25/81 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G61476

T
IDENTIF. REFERENCE

SEP 25 3 53 PM '81

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

No. 845373