Installment Deed

BOOK 5828 PAGE 395

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Robert N. Buchanan III, Trustee	Same	5W-1130
(NAME:) 17th Floor	(NAME:)	93-6.2-80
(STREET ADDRESS OR ROUTE NUMBER) Third National Bank Building	(STREET ADDRESS)	
Nashville, TN 37219		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

1958 12/08 1081 $.50- CHECK

FOR AND IN CONSIDERATION of the sum of Three Hundred Thousand and 00/100 (300,000.00) *Dollars,*

of which Six Thousand and 00/100 (6,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder of Two Hundred Ninety-four Thousand and 00/100 (294,000.00) *Dollars,*

Grantee has caused to be executed by Leonard E. Primm, Glenn C. Dukes, Thomas E. Ledford, Buddy R. Dukes and Frank Ryan a promissory note of even date herewith, payable to the order of Grantors as follows: ~~herewith executed~~

$24,000.00 on the first business day of 1982, plus interest at the rate of 12 per cent per annum on unpaid principal balance; and $54,000.00, plus interest at 12 per cent per annum on unpaid principal balance, on the first business day of the next succeeding five years, beginning with the year 1983, with the last of said five annual payments being due on the first business day of 1987, with the right in Grantee to prepay any amount without penalty the first business day of 1982, or thereafter;

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, we, H. CRAIGE DeMOSS, THOMAS M. DeMOSS, JR. and EDWIN FRENCH DeMOSS,

have this day bargained and sold, and do hereby transfer and convey unto the said ROBERT N. BUCHANAN III, TRUSTEE, with full power to sell, transfer, convey and encumber without the joinder of any other person or persons, his *(successors)* ~~heirs~~ *and assigns,*

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

Being Lot No. 53 on the Map of William H. Gordon's Plan of Lots, as of record in Book 21, Page 53, Register's Office for said County, described according to a copy of a survey thereof made February 24, 1937 by Erle Drake, County Surveyor, as follows:

BEGINNING at a point in the easterly margin of Second Avenue, North, formerly Market Street, 277 feet 3 inches north of the northeast intersection of said Avenue and Broad Street; thence eastwardly parallel of Broad Street 209.6 feet, more or less, to the westerly margin of First Avenue North or Front Street, thence with the margin of the same northwardly 24 feet 1 inch, thence westwardly at right angles parallel to Broad Street, 209.6 feet, more or less, to the easterly margin of Second Avenue, North; thence with the margin of the same southwardly 24 feet 4 inches to the point of beginning.

Being property conveyed to H. Craige DeMoss by deed from Nashville Trust Company, Trustee, of record in Book 1021, Page 669, Register's Office, and by deed from Thomas M. DeMoss, Sr. of record in Book 2150, Page 179, said Register's Office, as to a 1/3 undivided interest; in Thomas M. DeMoss, Jr. by deed from Nashville Trust Company, Trustee, of record in Book 1021, Page 669, Register's Office, and by deed from Thomas M. DeMoss, Sr. of record in Book 2482, Page 33, Register's Office, as to a 1/3 undivided interest; and in Edwin French DeMoss, by two deed from Thomas M. DeMoss, Sr. of record in Book 2482, Page 335, and Book 2482, Page 337, Register's

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 300,000.00

Subscribed and sworn to before me, this the 7th day of December, 1981

Robert N. Buchanan III, Trustee
Affiant

My commission expires: 10-20-85
(Affix Seal)

Notary Public

Office for Davidson County, Tennessee.

Easement for support of party wall as set out in deed of record in Book 1021, Page 669, Register's Office for said County.

G 7 1 2 4 7. 1

IDENTIF. REFERENCE

Dec 8 9 18 AM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

This is unimproved ( ) improved (X) property, known as 126 Second Avenue, North, Nashville, TN 37201
(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 Robert N. Buchanan III, Trustee, his *(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.*

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Robert N. Buchanan III, 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 Robert N. Buchanan III, Trustee, *hereinafter referred to as trustors, hereby transfer and convey unto* O. B. Hofstetter, 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 $ insurable value *, 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 7th *day of* December, *19*81.

THIS INSTRUMENT PREPARED BY:
Hofstetter & Hofstetter, Attorneys
5th Floor
Metropolitan Federal Tower
230 Fourth Avenue North
Nashville, TN 37219

Thomas M. DeMoss, Jr.

H. Craige DeMoss

Edwin French DeMoss

Robert N. Buchanan III, Trustee

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* H. Craige DeMoss, Thomas M. DeMoss, Jr. and Edwin French DeMoss, and Robert N. Buchanan III, Trustee,

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* 7th *day of* December, *19*81.

Eunice Miller *Notary Public*

Commission expires 10-20-85

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____ BOOK 5828 PAGE 398

FOR _____

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
			300000.00- CO	
			294000.00- MO	
			780.00 CO TX	
			295.00 MO TX	
			.50 PRFEE	
			5.00 WDESD	
			CHECK 1081.50-	
			19568 12/08/81 BBL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G. 7 1 2 4 7.

IDENTIF. REFERENCE

DEC 8 9 18 AM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 856922