4939 12/29 715.50- CHECK

Prepared By: KING, BALLOW & LITTLE
25th Floor
First American Center
Nashville, TN 37238
Phone: 259-3456

Installment Deed

Clyde O. Brandon + Richard L. Nichols

BOOK 5834 PAGE 811

ADDRESS NEW OWNER (S)AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
~~International Supply Co., Inc.~~ c/o Same		105-4-387
(NAME): 43 Trimble St.	(NAME):	14W 18815
(STREET ADDRESS OR ROUTE NUMBER): Nashville, TN 37210	(STREET ADDRESS):	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of Two Hundred Thousand ($200,000.00) *Dollars,*
of which Fifteen Thousand ($15,000.00) *Dollars, has been paid in cash,*
the receipt of which is hereby acknowledged, and for the remainder One Hundred Eighty-five ($185,000.00) *Dollars,*
Clyde O. Brandon and Richard L. Nichols c/o
~~INTERNATIONAL SUPPLY COMPANY, INC.~~ KPN *have executed*
one note of even date in the principal amount of $185,000.00 payable in 240 monthly installments, with interest, to Commerce Union Bank, Ephraim Herbert Hoover, III, Thomas Samuel Hoover, and Eleanor Lois Hoover, Trustees of an Irrevocable Trust Agreement dated October 20, 1978, upon the terms and conditions specified in said note,

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, COMMERCE UNION BANK, EPHRAIM HERBERT HOOVER, III, THOMAS SAMUEL HOOVER and ELEANOR LOIS HOOVER, Trustees of an Irrevocable Trust Agreement dated October 20, 1978,
have this day bargained and sold, and do hereby transfer and convey unto the said Clyde O. Brandon and Richard L. Nichols, as tenants in common,
~~INTERNATIONAL SUPPLY COMPANY, INC.~~ c/o KPN *the Grantees herein, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

TRACT 1:

Land in Davidson County, Tennessee, being Lots Nos. 13 and 15 on the Map of Old Fair Grounds Subdivision, of record in Book 21, page 116, Register's Office for said County.

Said lots front together 100 feet on the southerly side of Trimble Street and run back between lines, 160 feet on the westerly line and 161.4 feet on the easterly line with the westerly margin of Lewis Street, formerly East Hill Street, to an alley measuring 116 feet thereon.

TRACT 2:

Land in Davidson County, Tennessee, being Lot No. 11 on the Map of Old Fair Grounds Subdivision, of record in Book 21, page 116, Register's Office for said County.

Said Lot fronts 50 feet on the south side of Old Murfreesboro or Buchanan Mill Road and runs back between parallel lines 160 feet to an alley.

TRACT 3:

Land in Davidson County, Tennessee, being Lot No. 9 on the Map of Old Fair Grounds Subdivision, as of record in Book 21, page 116, Register's Office for said County.

Said Lot No. 9 fronts 50 feet on the south side of Trimble Street or Avenue and runs back between parallel lines 160 feet to an alley.

Being the same property conveyed to Commerce Union Bank, Ephraim Herbert Hoover, III, Thomas Samuel Hoover and Eleanor Lois Hoover, Trustees of an Irrevocable Trust Agreement dated October 20, 1978, by deed from Commerce Union Bank, Executor of the E. H. Hoover, Jr., estate, of record in Book 5833, page 579, Register's Office for Davidson County, Tennessee.

This instrument is to secure the abovementioned note, principal and interest and any extentions or renewals thereof, and notes given in payment of interest, and all attorney's fees, court costs and expenses of whatever kind incident to the collection of said indebtedness and enforcement and protection of the lien of this conveyance.

The aforesaid note evidencing the indebtedness secured hereby shall become due and payable at the option of the holder thereof if Grantor conveys away the property which is the subject of this installment deed or if Grantor's equitable title thereto or interest therein shall be transferred in any manner. The holder thereof may however consent to such transfer; provided that such consent shall not release or alter in any manner the liability of Grantor or anyone who has assumed this indebtedness, and further provided that any such waiver or consent for one transfer shall not preclude the holder from declaring the same due and payable for any subsequent transfer.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON } The actual consideration or value whichever is greater, for this transfer is $ 200,000.00

Subscribed and sworn to before me, this the 24th day of December 19 81

Clyde O. Braden
Affiant

My commission expires: 4-22-84
(Affix Seal)

Diane P. Weeks
Notary Public

unimproved ( )
This is improved (✓) property, known as 43-45 Trimble Street 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 Grantees their (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 Grantees, their (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 installaments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Grantees hereinafter referred to as trustors, hereby transfer and convey unto Stennis Little, *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 and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, 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 highest percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby. cors RPN

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 23rd *day of* December, *19* 81

COMMERCE UNION BANK

By: Charles J. Vacca
~~Assistant~~ Vice President and
Trust Offider

By: Ephraim H. Hoover III
EPHRAIM HERBERT HOOVER, III

By: Thomas Samuel Hoover
THOMAS SAMUEL HOOVER

By: Eleanor Lois Hoover
ELEANOR LOIS HOOVER - Trustees of an Irrevocable Trust Agreement dated October 20, 1978

~~INTERNATIONAL SUPPLY COMPANY, INC.~~ cors RPN

By: Clyde O. Brandon
CLYDE O. BRANDON
~~President~~ cors RPN

By: Richard L. Nichols
Richard L. Nichols
~~Vice President~~ cors RPN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, GEORGE R. BRIGHT, *a Notary Public in and for said County and State,* ~~Charles J. Vacca, Assistant Vice President and Trust Officer of Commerce Union Bank~~, Ephraim Herbert Hoover, III, Thomas Samuel Hoover and Eleanor Lois Hoover, Trustees of the aforementioned Irrevocable Trust *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* 23rd *day of* December, *19*81

George R. Bright
Notary Public

Commission expires 11-28-83

BOOK 5834 PAGE 814

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, Diane P. Weis, *a Notary Public in and for said County and State,* Clyde O. Brandon and Richard L. Nichols

the within named bargainor, 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* 29th *day of* December, *19* 81.

Diane P. Weis *Notary Public*

Commission expires 4-22-84

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ..., *a Notary Public of the State and County aforesaid, personally appeared* Clyde O. Brandon and Richard L. Nichols, *with whom I am personally acquainted, and who, upon oath, acknowledged* themselves *to be* President and Vice President *of the* International Supply Company, Inc., *the within named bargainor, a corporation, and that* they *as such* President and Vice President, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* themselves as President and Vice President.

Witness my hand and seal, at office in Nashville, Tennessee, *this* ..... *day of* December, *19* 31

Notary Public

Commission expires .....

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Callie J. Cherry, a Notary Public of the State and County aforesaid, personally appeared Charles J. Vacca with whom I am personally acquainted, and who, upon oath, acknowledged himself to be ~~Assistant~~ Vice President and Trust Officer of Commerce Union Bank, Nashville, Tennessee, with within named bargainor, a corporation, and that he as such ~~Assistant~~ Vice President and Trust Officer, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as ~~Assistant~~ Vice President and Trust Officer.

Witness my hand and official seal, at office in Nashville, Tennessee this 28th day of December, 1981.

Callie J. Cherry Notary Public

My Commission Expires: 7-18-82

INSTALLMENT DEED

FROM
COMMERCE UNION BANK, EPHRAIM HERBERT HOOVER, III, THOMAS ~~SAMUEL HOOVER~~ and ELEANOR LOIS HOOVER

TO
~~INTERNATIONAL SUPPLY COMPANY, INC.~~
Clyde O. Brandon and
Richard L. Nichols

G 73458

IDENTIF. REFERENCE

DEC 29 12 57 PM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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

Chicago Title Insurance Company
2000 Richard Jones Road
Nashville, Tenn. 37215
Phone 298-2627

RUSH

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR BOOK 5834 PAGE 815

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
			200000.00- CO	
			185000.00- MO	
			520.00 CO TX	
			183.00 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK 715.50-	
4939A	12/29/81		BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G. 7 3 4 5 8

IDENTIF. REFERENCE

DEC 29 12 57 PM '81

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 859777