Installment Deed

BOOK 5912 PAGE 230

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Town Properties, Inc., et al	New Owners	26 W0 504 5
(NAME): 3615 Cleghorn	(NAME):	104-090
(STREET ADDRESS OR ROUTE NUMBER) Nashville, TN 37215	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of One Hundred Seventy Five Thousand----- ----------($175,000.00)----------*Dollars,* *of which* Fifty Thousand---------- ----------($50,000.00)----------*Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* One Hundred Twenty Five Thousand ----------($125,000.00)----------*Dollars,* Town Properties, Inc. and Union Financial Corporation, a joint venture, *have executed* their promissory note of even date, payable to the order of Ethel D. Lord, with interest at the rate of 12 percent per annum from date, computed monthly on the unpaid balance, and said principal and interest shall be payable in lawful money of the United States of America in monthly installments of One Thousand Two Hundred Eighty-Five and 78/100 ($1,285.78) Dollars, commencing on the 3rd day of January, 1983, and continuing on the same day of each month thereafter for an additional thirty-six (36) months, with the entire unpaid principal balance and any accrued interest being due and payable on the 3rd day of December, 1985, subject to the pre-payment privileges hereinafter set out.

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. Ethel D. Lord, unmarried, *have this day bargained and sold, and do hereby transfer and convey unto the said* Town Properties, Inc. and Union Financial Corporation, their *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in Davidson County, Tennessee, being Lot No. 17, Block 7, in Division "A" on the Plan of Richland Realty Company, as of record in Book 161, Page 151, Register's office for said county.

Said plan shows said property divided into blocks, but does not show the subdivision of the Blocks into small lots, according to a printed copy of an unregistered plan subdividing said blocks into lots, said Lot No. 17 fronts 100 feet on the northerly side of West End Avenue, and runs back between parallel lines, with the easterly margin of Christopher Street, 200 feet to a dead line.

Being the same property conveyed to Margie L. Flanigen and Emily Lord by deed from Nannie M. Lord and husband, C. J. Lord, and Mary F. Halloran, unmarried, of record in Book 1258, Page 34, Register's Office for Davidson County, Tennessee. The said parties having since died. The said Emily Lord died leaving as her only heirs-at-law Margie Flanigen, Ethel D. Lord and Mabel Lord Hutchins. The said Mabel Lord Hutchins conveyed her interest in said property to her sisters, Margie Flanigen and Ethel D. Lord, by deed of record in Book 5599, Page 369, said Register's Office. The said Margie Flanigen having since died. And being the same property devised to Ethel D. Lord as devisee under the will of Margie Flanigen, deceased of record in Will Book 137, Page 390, County Court Clerk's Office for Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 175,000.00

Affiant

Subscribed and sworn to before me, this the 17th day of July, 1982

Notary Public

My commission expires 7-(illegible)-85 (Affix Seal)

OFFICIAL RECEIPT

PRE-PAYMENT PRIVILEGES

The note may be prepaid in whole or in part without penalty or additional interest being charged after January 3, 1983. Building sites shall be released by mutual consent upon request of the trustors and/or conveyees upon payment of $12,500.00 per site up to a maximum of $125,000.00. Site release payments are to be applied to principal. Monthly payments of principal and interest are to be adjusted accordingly.

The first three of the fourteen building sites are to be released by mutual choice between the parties upon the execution of this instrument without the above charge.

The Trustors have the privilege of demolishing the improvements and removing the same from the land herein conveyed.

BOOK 5912 PAGE 231

This is improved (X) unimproved ( ) property, known as 3732 West End Avenue, 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 Town Properties, Inc. and Union Financial Corporation, their *(successors), heirs and assigns forever.* I *covenant that* I am *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.* Subject to 1982 taxes which have been pro-rated and assumed by purchasers.

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Town Properties, Inc. and Union Financial Corporation, 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 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 Town Properties, Inc. and Union Financial Corporation *hereinafter referred to as trustors, hereby transfer and convey unto* Jacobs H. Doyle, *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 $ 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 16th *day of* July, *19* 82.

Ethel D Lord

Town Properties, Inc by
Gdaystiss, Chairman

Union Financial Corporation
By Thomas J Holman
President

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Ethel D. Lord

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 Nashville, *Tennessee, this* 16th *day of* July, *19* 82.

Notary Public

Commission expires 10-23-84

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 5912 PAGE 233

Personally appeared before me, the undersigned, *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 ____

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN
Jul 19 9 49 AM '82
IDENTIF. REFERENCE
H 0 0 1 8 0

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

Witness my hand and seal, at office in Nashville, Tennessee, *this* 16th *day of* July, *19*82.

____ *Notary Public*

Commission expires 10-23-84

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Thomas I. Holman, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be ~~Vice~~ President of the Union Financial Corporation, 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, Tennessee, this 16th day of July, 1982.

Notary Public

My Commission Expires: 10-23-84

8477 07/16 590.50- CHECK

INSTALLMENT DEED

FROM

ETHEL D. LORD

TO

TOWN PROPERTIES, INC., ET AL

THIS INSTRUMENT WAS PREPARED BY
JACOBS H. DOYLE, ATTORNEY
428 STAHLMAN BUILDING
NASHVILLE, TENN. 37201

CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

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

RECEIVED OF _____

FOR _____

BOOK 5912 PAGE 234

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
			175000.00-	CO
			125000.00-	MO
			455.00	CO TX
			123.00	MO TX
			.50	PRFEE
			12.00	WDEED
				CHECK 590.50-
			B477A07/19/82	BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 0 0 1 8 0

IDENTIF. REFERENCE

JUL 19 9 49 AM '82

FELIX Z. WILSON: II REGISTER
DAVIDSON COUNTY, TN

No. 892001