Mail

THIS INSTRUMENT WAS PREPARED BY
ALAN B. WRIGHT, ATTORNEY
18th FLOOR FIRST AMERICAN CENTER
NASHVILLE, TENNESSEE 37238

BOOK 6206 PAGE 81

INSTALLMENT DEED

ADDRESS NEW OWNER AS AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS:
W.W. ACUFF COMPANY	SAME	Map 93-14
777 Eighth Avenue, South		Parcel 370
Nashville,Tennessee 37203		

FOR AND IN CONSIDERATION of the sum of Two hundred sixty thousand and no/100 Dollars ($260,000.00),of which Fifty thousand and no/100 Dollars ($50,000.00), has been paid in cash, the receipt of which is hereby acknowledged and for the remainder of Two hundred ten thousand and no/100 Dollars ($210,000.00),W.W. Acuff Company, a Tennessee corporation, has executed and delivered its Promissory Note of even date herewith, payable to Commerce Union Bank and DeVaughn Woods, Co-Trustees ;said Note having a varying rate of interest and being payable December 15, 1993; said Note not being assumable or assignable without Holder's consent and providing for the payment of attorneys' fees and to secure the payment of said Promissory Note, including principal and interest and attorneys' fees, a lien is expressly retained on the land herein conveyed, Commerce Union Bank and DeVaugh Woods, Co-Trustees, under the Will of William W. Acuff, Jr., deceased, have this day bargained and sold and do hereby transfer and convey unto W. W. Acuff Company, a Tennessee corporation, its successors and assigns certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee being Lot No 7 on the Plan of Edgehill Estates, Section Sixty-Five, of record in Book 4460, page 159, Register's Office for Davidson County, described as follows:

BEGINNING at an iron pin in the south margin of Division Street at the common corner of Lots 6 and 7; thence with the margin of said street easterly along a curve to the left 44.80 feet to a monument; thence continuing with said street along a curve to the left 197.96 feet to a monument at the beginning of a curve at the intersection of 8th Avenue South; thence around said curve 38.75 feet to an iron pin in the westerly margin of 8th Avenue South; thence with said Avenue, South 1 deg. 54' 15" East, 128.88 feet to a monument; thence North 83 deg. 42' West, 280.9 feet to a monument; thence continuing westerly 5.82 feet to an iron pin at the common rear corner of Lots 6 and 7; thence with line between said lots, North 6 deg. 00' East, 165.4 feet to the point of beginning.

Being the same property conveyed to W. W. Acuff, Jr. and wife, Betty B. Acuff, by the Metropolitan Development and Housing Agency by deed dated August 1, 1973, of record in Book 4736, page 920, Register's Office for Davidson County, Tennessee. Said tenancy by the entirety being terminated by Deed from Betty B. Acuff to W. W. Acuff, Jr. dated the 23rd day of November, 1977, of record in Book 5227, page 890, Register's Office for Davidson County, Tennessee, the said William W. Acuff, Jr. having since died and title having vested in Commerce Union Bank and DeVaughn Woods as Co-Trustees under his Will a certified copy of which is of record in Book 5828, page 184, said

12/30 899.50 CHECK

3277

Register's Office.

Subject to the Plan of record in Book 4460, page 159, said Register's Office, shows an Owner's Certificate, a 5 x 15-foot anchor easement on the north line, a 10-foot easement for public utilities along the west line of premises and a 15-foot easement for public utilities along the south portion of the premises (the south line of the easement being an unspecified distance from the south line) and certain other utility installments the nature of which is not ascertainable, located at the southwest corner.

Subject to covenants contained in Deed of record in Book 4736, page 920, said Register's Office.

Subject to restrictions contained in an instrument of record in Book 4220, page 723, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

The actual consideration for this transfer is Two hundred sixty thousand and no/100 Dollars ($260,000.00).

Vaughn H. Woods
AFFIANT

Subscribed and sworn to before me this the 30 day of December, 1983.

Jean Brown
Notary Public

My Commission Expires:
10/17/86

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

TO HAVE AND TO HOLD said real estate with the appurtenances, estate, title and interest thereto belonging, to the said W.W. Acuff Company, its successors and assigns forever. Commerce Union Bank and DeVaughn Woods, Co-Trustees under the Will of W. W. Acuff, Jr., deceased, convenant 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 except as stated herein.

Commerce Union Bank and DeVaughn Woods, Co-Trustees, further covenant and bind themselves, their successors and representatives, to warrant and forever defend the title to said real estate to said W. W. Acuff Company,its 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 W. W. Acuff Company , hereinafter referred to as Trustor, hereby transfers and conveys unto ALAN B. WRIGHT, 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:

Trustor further agrees 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 Trustor 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 Twelve percent (12%) interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

In the event any default shall exist, the Trustee or his agent shall have the right forthwith to take possession of the property described hereinabove and to collect the rents and profits then owing or thereafter accruing therefrom, to be credited upon any of the obligations secured hereby. In the event of a public taking or condemnation respecting any part of the property herein conveyed by proper authority, any damages paid or reward allowed shall, at the option of the Holder of the indebtedness secured hereby be first applied toward the satisfaction of the indebtedness.

Now, if Trustor 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, Trustor fails 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) or otherwise cure any default within fifteen (15) days from date the Trustee has mailed notice of such default by certified mail to the Trustor at the address set forth above (during the time this trust conveyance is in effect, the Trustee shall be obligated to mail such notice only on occasion of any five (5) defaults, afterwards the Trustee may institute foreclosure without other notice than the required newspaper publication) 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 (20) days' notice by three (3) 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 proerty, 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 attorneys' 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 all sums expended in the protection of said property as herein authorized.

4th.The residue if any will be paid to the Trustor, its 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 (1) when said indebtedness is represented by notes, then 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.

WITNESS our hands, this 30th day of December, 1983, W. W. Acuff Company having executed this Installment Deed by having caused a duly authorized officer to sign hereto. This Installment Deed is executed by Commerce Union Bank and DeVaughn Woods in their fiduciary capacities as Co-Trustees only and not in their individual capacities.

COMMERCE UNION BANK,
Nashville, Tennessee,
Co-Trustee

BY: Michael L. Allen
V.P. & Trust Officer

DEVAUGHN WOODS,
Co-Trustee

DeVaughn Woods

W. W. ACUFF COMPANY

BY: Vaughn W. Woods Pres.
Title

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me, Jean Brewer, a Notary Public of the State and County aforesaid personally appeared Michael L. Allen, with whom I am personally acquainted, and who, upon oath, acknowledged he is to be Vice Pres. & Trust Officer of the Commerce Union Bank, Nashville, Tennessee, Co-Trustee, the within named bargainor, a corporation, and that he as such ____, 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 Pres. & Trust Officer.

Witness my hand and seal, at office in Nashville, Tennessee, this 30th day of December, 1983.

Jean Brown
Notary Public

My Commission Expires: 10/12/86

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, Jean Brown, a Notary Public in and for said County and State, the within named DeVaughn Woods, Co-Trustee, the 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 30th day of December, 1983.

Jean Brown
Notary Public

My Commission Expires: 10/12/86

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me, Jean Brown, a Notary Public of the State and County aforesaid personally appeared DeVaughn G. Woods, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be President of the W. W. Acuff Company, the within named bargainor, a Tennessee 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 himself as President.

Jean Brown
NOTARY PUBLIC

10/12/86

H95032

IDENTIF. REFERENCE

Dec 30 4 10 PM '83

REGISTER'S OFFICE
DAVIDSON COUNTY, TN

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

BOOK 6206 PAGE 86

RECEIVED OF _____

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

260000.00- CAMT.
210000.00- MAMT.
676.00 CSTAX
208.00 MSTAX
.50 PRFEE
15.00 WDEED
CHECK 899.50-
3277A12/30/83 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 9 5 0 3 2

IDENTIF. REFERENCE

DEC 30 4 10 PM '83

FELIX Z. WILSON, II, REGISTER
DAVIDSON COUNTY, TN

No. 3786