BOOK 6605 PAGE 378

INSTALLMENT DEED

FROM

LAWRENCE EARL BASS et ux

TO

LJC INVESTORS, a partnership

For draftsman's use

This instrument was prepared by:

STINNETT, WILKINSON & WILSON
Attorneys at Law
108 South Main Street
Ashland City, Tennessee 37015

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
LJC Investors (NAME)	Same (NAME)	Map 119-13
P.O. Box 664 (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel 330 & 331 pt
CLARKSVILLE, TN. 37041-664 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

J 20387

IDENTIF. REFERENCE T.

JUL 12 2 39 PM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

STATE OF TENNESSEE }
COUNTY OF CHEATHAM }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$300,000.00 Charles R. Shrader
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 12th DAY OF July 1985.

B. Edwards
Notary Public

MY COMMISSION EXPIRES: Dep. Reg.

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of --Three Hundred Thousand and No/100---------- ----------($300,000.00)---------- DOLLARS

of which $ 25,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their promissory lien notes of even date herewith, payable to the order of LAWRENCE EARL BASS and wife, FRANCES MARIE BASS, payable as follows: one note in the principal sum of $25,000.00, payable in 60 monthly installments of $549.82 each, beginning August 1st, 1985, with a like sum on the 1st day of each consecutive month thereafter until paid in full. Said installments include interest from date at the rate of 11.5% per annum, together with any renewals or extensions at the same or differing rates of interest thereon; AND one note in the principal sum of $250,000.00, payable in 95 monthly installments of $2,666.08 each, beginning August 1st, 1985, with a like sum on the 1st day of each consecutive month thereafter until July 1st, 1993, when the entire remaining balance shall be due and payable. Said installments include interest from date at the rate of 11.5% per

(description of note continued on attached sheet)

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed.

we, Lawrence Earl Bass and wife, Frances Marie Bass

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto LJC Investors, a partnership, consisting of Charles R. Shrader, James R. Mullins, and Lowry H. Shrader

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Tract No. 1: BEING Lot No. 6 and parts of Lots Nos. 7 and 59 on the map of the resubdivision of Lots Nos. 1 to 8 inclusive and Lot No. 59 in Pleasant View Subdivision of Mrs. McCombs' property, as of record in Book 843, page 101, Register's Office for said County. Said Lot No. 6 and parts of Lots Nos. 7 and 59 are described together as follows: BEGINNING at the northeast corner of East Radnor Street and Nolensville Road; thence with the northerly line of East Radnor Street, eastwardly 148.85 feet; thence northwardly 174.2 feet to the southerly margin of an alley; thence with the southerly margin of said alley, westwardly 72.05 feet to the northeast corner of Lot No. 4; thence southeastwardly 80.7 feet to a line between Lots Nos. 4 and 6; thence with the line between said lots, westwardly 166.75 feet to the easterly margin of the Nolensville Road; thence with the easterly margin of said Road, southwardly 116.6 feet to the point of beginning.

INCLUDED in the above description, but EXCLUDED therefrom that part of said property conveyed to State of Tennessee, by deed from T. F. Owen, of record in Book 2021, page 367, Register's Office for said County, described as follows: A strip of land extending from Survey Station 481 + 99 at the boundary line of the lands of East Radnor Street to Station 483 + 12 at the boundary line of the lands of Hester, 113 feet long, and bounded on the sides as follows: On the north by the lands of Hester; on the

(description continued on attached sheet)

This is unimproved ( ) improved ( ) property, known as ---------- (House Number) (Street) P. O. Address; (City or Town) (Postal Zone)

7316

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their 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 the said real estate to said grantees, their 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 notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said grantees herein do hereby transfer and convey unto James W. Stinnett, Jr. Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantees do hereby 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 at least the sum of $ insb. value until the notes herein secured are 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 and holder of said notes, as his interest may appear. We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment. Now, if we, the said grantees, shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if we fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; we fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, within thirty days from date of such payment, this trust conveyance shall remain in force and effect, and at the option of the lawful owner and holder of said notes, or any of said notes then past due and unpaid, all remaining unpaid notes 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, the statutory right 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 conveyance. We agree that the Trustee, may at any time, after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. We further agree 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 notes 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 the grantees herein, their heirs, 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 lien notes, or, if more than one, then of the first-maturing unpaid note, 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 said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Said trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHERE OF, we, the said grantors and grantees, have hereunto set our hands this the 1st day of July 1985.

Lawrence Earl Bass

Frances Marie Bass

LJC INVESTORS

By: Charles R. Shrader PARTNER

James R. Mullins Partner

Lowry H. Shrader, partner

STATE OF TENNESSEE }
COUNTY OF CHEATHAM }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Lawrence Earl Bass and wife, Frances Marie Bass, Charles R. Shrader, James R. Mullins, and Lowry H. Shrader the bargainors, 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 Ashland City Tennessee, this 1st day of July, 1985.

James W. Stinnett, Jr. Notary Public.

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Commission expires 10-25-88

late as per

STATE OF TENNESSEE }
COUNTY OF _____ }

Before me, _____, a Notary Public of the State and County aforesaid, personally appeared _____, with whom I am personally acquainted, and who, upon oath, acknowledged _____ self to be _____ of the _____, 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 _____ self as _____.

Witness my hand and seal, at office in _____, this _____ day of _____, 19____.

_____, Notary Public.

Commission expires _____

(continuation of note)

annum, together with any renewals or extensions at the same or differing rates of interest thereon. If the balance is not paid on July 1st, 1993, said note can be extended for an additional 12 years at the rate of 12.5% per annum. Total principal indebtedness under any contingency is $275,000.00. There will be a 5% late charge (on both notes) on any payment that is made after the 10th of the month.

(continuation of description)

south by East Radnor Street; on the west by present highway; on the east by a line east of, parallel to and 40 feet from the centerline of said proposed highway as staked out, containing 1,041 square feet.

It is agreed that, at the intersection of said proposed highway and any existing street, the right of way shall follow an arc of a curve having a radius of 18 feet and a center location 18 feet from the right of way lines of the highway and street.

BEING the same property conveyed to Lawrence Earl Bass and wife, Frances Marie Bass, by deed from H. Winston Ligon, unmarried, of record in Book 3506, page 213, Register's Office for Davidson County, Tennessee.

Tract No. 2: BEING Lot No. 4, on the Map of the resubdivision of Lots Nos. 1 to 8 inclusive, and Lot 59 in Pleasant View Subdivision of Mrs. Combs Property, as of record in Book 843, page 101, Register's Office for said County, and described according to a survey made by David H. Parker, Surveyor, November 4, 1969, as follows: BEGINNING at an iron pin on the easterly margin of Nolensville Road being the northwest corner of the property conveyed to Lawrence Earl Bass and wife, of record in Book 3506, page 213, Register's Office for said County; thence with said Road, North 25° 34' West 80.70 feet to the southerly margin of an alley; thence with said alley, South 87° 16' East 160.78 feet to an iron pin; thence South 25° 34' East 80.70 feet to an iron pin; thence North 87° 16' West 160.78 feet to the beginning, containing 0.25 acre, more or less.

BEING the same property conveyed to Lawrence Earl Bass and wife, Frances Marie Bass, by deed from Mayme W. Hester, of record in Book 4491, page 164, Register's Office for Davidson County, Tennessee.

This conveyance is subject to a 20 foot easement for sanitary sewers and/or storm drainage.

This conveyance is subject to a Deed of Trust of record in Book 6474, page 463, Register's Office for Davidson County, Tennessee.

Partnership Agreement of L.J.C. Investors is of record in Book 6605, page 363, said Register's Office.

1985 taxes will be prorated as of July 1, 1985.

Seller warrants fixtures to be in good working order including replacement of condensation line from air conditioner and premises to be free of litter.

OFFICIAL RECEIPT

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

RECEIVED OF_____

FOR_____ BOOK 6605 PAGE 381

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- CAMT.
275.00- MAMT.
780.00 CSTAX
273.00 MSTAX
.50 PRFEE
9.00 WDEED
CHECK 1062.50-
7318A07/12/85 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

J20387

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IDENTIF. REFERENCE

JUL 12 2 39 PM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 153533