Installment Deed BOOK 7434 PAGE 407

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Adeliza C. Caldwell	(same)	Map - 43
213 Robin Hill Road (NAME: / STREET ADDRESS OR ROUTE NUMBER)	(NAME: / STREET ADDRESS)	Par - 29
Nashville, Tennessee 37205 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Two Hundred Eighty-Three Thousand Five Hundred ($283,500.00) and No/100 ---------- Dollars, of which Fifty Thousand ($50,000.00) and No/100 ---------- Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder One Hundred Fifty Thousand Seven Hundred Seventy-One ($150,771.41) and 41/100 ---------- Dollars, representing first and second mortgages has been assumed and Adeliza C. Caldwell and husband, Dr. Thomas B. Caldwell ---------- have executed an Installment Deed Note dated the same day as this instrument in the principal amount of Eighty-Two Thousand Seven Hundred Twenty-Eight ($82,728.59) and 59/100 Dollars payable in accordance with the terms thereof at the interest rate of Nine (9%) percent per annum, but callable in five (5) years,

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, M. A. Borchert, an unmarried person, has this day bargained and sold, and do hereby transfer and convey unto the said Adeliza C. Caldwell, her (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as described on Exhibit "A" attached hereto and incorporated herein by reference. In addition to the above the Grantee assumes and agrees to pay the 1982 real estate property taxes and all subsequent real property taxes. This property is being conveyed as is of the date of this instrument. The following leases are hereby assigned together with the rents due from and after January 1, 1983:

1. Orkin Exterminating Company, Inc.
2. Southland Corporation (The percentage override for 1982 shall be paid to Grantor and Grantor shall pay to Grantee her prorated share.)
3. Rivergate Machine and Tool Company, Inc.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 283,500.00

Subscribed and sworn to before me, this the 13th day of December 19 82

Affiant

My commission expires: 7/03/88 (Affix Seal)

Notary Public

This is unimproved ( ) improved (X) property, known as Myatt Drive, 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 Adeliza C. Caldwell, her (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. except as noted herein. I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said Adeliza C. Caldwell, her (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 Adeliza C. Caldwell and husband, Dr. Thomas B. Caldwell, hereinafter referred to as trustors, hereby transfer and convey unto Joel H. Moseley, 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 $ the full 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 Registers 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.

Witness our *hand* s *this* 13th *day of* December, *19* 82, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

M. A. BORCHERT

ADELIZA C. CALDWELL

and husband, DR. THOMAS B. CALDWELL III

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* M. A. Borchert, Adeliza C. Caldwell and Dr. Thomas B. Caldwell

*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, Davidson County, *Tennessee, this* 13th *day of* December, *19* 82.

Thomas F. Moseley
Notary Public

Commission expires 7/23/88

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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 .....

INSTALLMENT DEED

FROM
M. A. BORCHERT
TO
ADELIZA C. CALDWELL
and
ADELIZA C. CALDWELL and husband,
DR. THOMAS B. CALDWELL
TO
JOEL H. MOSELEY, TRUSTEE

THIS INSTRUMENT WAS PREPARED BY:
Moseley & Moseley
Attorneys at Law
P. O. Box 12139
Nashville, Tn. 37212
(615) 383-2030

Published by
Pioneer National Title Insurance Company
A Ticor Corporation
314 4th Avenue North
NASHVILLE, TENNESSEE 37219
Phone (615) 259-2299
FORM NO 1005 REVISED 8-1-75

EXHIBIT "A"

Land in Davidson County, Tennessee, being part of a tract of land in Edenwold Industrial Park at Edenwold, Tennessee, as shown on plat dated May 8, 1970, and being more particularly described as follows:

Beginning at a concrete monument located in the eastern right of way margin of Myatt Drive said monument being 200 feet North of the northern right of way margin of Anderson Lane; thence with the right of way of Myatt Drive North 2 degrees 47' East 130.15 feet to a point; thence leaving said right of way South 86 degrees 59' East 200.0 feet to a point; thence South 2 degrees 47' West 119.34 feet to a point; thence South 87 degrees 13' East 285.11 feet to a point; thence South 21 degrees 26' East 11.82 feet to an iron pin; thence North 87 degrees 13' West 491.08 feet to the point of beginning. Said tract containing 0.67 acres more or less.

Being part of the same property conveyed by deed to M. A. Borchert, an unmarried person, from Thomas H. Hogshead and wife, Margaret E. Hogshead, of record in Book 5401, Page 843, and Book 5409, Page 846, Register's Office for Davidson County, Tennessee.

9301.6

IDENTIFICATION REFERENCE

DEC 23 2 27 PM '87

DAVIDSON COUNTY, TN

2840 12/23 0101 03CHECK 952.00

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 7434 PAGE 410

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TAX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TAX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL
				CAMT 283500.00
				MAMT 150700.00
				CON TX 793.80
				MOR TX 148.70
				PRFEE 0.50
				WDEED 9.00
				TOTAL 952.00
				CHECK 952.00

12/23/87 01 14:29 0001 2840

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

9 3 0 1 6

IDENTIFICATION REFERENCE

DEC 23 2 27 PM '87

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 47945