File 59

29175

BOOK 7829 PAGE 419

PREPARED BY:
FRANK S. KING, JR.
King & Ballow
1200 Noel Place
200 Fourth Avenue North
Nashville, Tennessee 37219-0373

IDENTIFICATION REFERENCE

MAY 1 3 09 PM '89

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TN

**INSTALLMENT DEED**

ADDRESS NEW OWNER AS FOLLOWS:

AMUSEMENT, INCORPORATED
3104 CLARKSVILLE PIKE
NASHVILLE, TN 37218

SEND TAX BILLS TO:

AMUSEMENT, INCORPORATED
3104 CLARKSVILLE PIKE
NASHVILLE, TN

MORTGAGEE:

MAGDALENE WADE THOMAS
108 BLUE GRASS CIRCLE
HENDERSONVILLE, TENNESSEE 37075

MAP & PARCEL NO.:

82-02-23
82-02-24
82-02-25
82-02-26
82-02-27

For and in consideration of the sum of TWO HUNDRED SIXTY THOUSAND DOLLARS, OF WHICH ONE HUNDRED THOUSAND DOLLARS has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder ONE HUNDRED SIXTY THOUSAND DOLLARS, NATHAN WALL has executed a note in the principal amount of $160,000.00, 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,

MAGDALENE WADE THOMAS has this day bargained and sold, and does hereby transfer and convey unto AMUSEMENT, INCORPORATED, a Tennessee corporation, the Grantee herein, its successors and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING small lots Nos. 1, 2, 3, 4, 24 and 25 on the map of the subdivision of the lands of Mary R. Brown's Heirs, as of record in Book 314, pages 540 and 541, Register's Office for said County.

SAID Lots Nos. 1, 2, 3 and 4 are described together as follows:

BEGINNING on the westerly margin of the Dickerson Pike at its intersection with the northerly margin of the Whites Creek Pike; thence with the westerly margin of the Dickerson Pike, northwardly 298.8 feet to the corner of lots Nos. 4 and 5; thence with the line between said two lots, westwardly 150 feet to the easterly margin of an alley; thence with said alley, southwardly 163.8 feet, more or less, to the northeasterly margin of Whites Creek Pike; thence with same, southeastwardly 169 feet to a turn in said Pike; thence eastwardly 34 feet to the beginning.

SAID Lots Nos. 24 and 25 are described together as follows:

Maximum Principal Indebtedness for Tax Recording Tax Purposes is $ 160,000.00

BEGINNING on the northeasterly margin of Whites Creek Pike at its intersection with the westerly margin of an alley; thence with the westerly margin of said alley, northwardly 165 feet to the corner of Lots Nos. 23 and 24; thence with the line between said two lots, southwestwardly 102 feet to the northeasterly margin of Whites Creek Pike; thence with said Pike; southeastwardly 136 feet to the beginning.

BEING the same property conveyed to MAGDELINE WADE THOMAS, by deed from OSCAR B. WADE, of record in Book 6265, page 858, Register's Office for Davidson County, Tennessee.

NOTE: MAGDALENE W. THOMAS and MAGDELINE WADE THOMAS is one and the same person.

This conveyance is made subject to any and all zoning regulations, building restrictions and setback lines, if any, and easements and rights-of-way for drainage, sewer and other public utilities and roads applicable to this property and taxes for the current year which have been prorated and assumed by the Grantee(s) herein.

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STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

The actual consideration or value, whichever is greater, for this transfer is $260,000.00.

Donald Wall SEC-TREAS.
AFFIANT

Subscribed and sworn to before me this 1st day of May, 1989.

Commission Expires: My Commission Expires 9-11-90

Sherry Nicholson
NOTARY PUBLIC

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This is improved property known as 1005 1/2 and 1007 Whites Creek Pike, and 1000, 1012, and 1014 North First Street, Nashville, Tennessee 372___.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, his 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 of record.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said Grantee, his 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 Grantee hereinafter referred to as trustor, hereby transfers and conveys unto FRANK S. KING, JR., 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 agrees 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.

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 will adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements of 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 indebtedness, and upon failure to do any of the 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 ten (10%) percent interest and shall be and become a part of the indebtedness secured hereby.

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 of interest, so expended by said trustee, or lawful owner and holder of said indebtedness, within thirty days form 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, 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 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 the 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 premise, 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 trustor, his 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 to do so, then the holder in order of the next maturing notes, is hereby authorized and empowered to name and appoint a successor to execute the 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.

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.

Witness our hands this 1st day of May, 1989, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

AMUSEMENT, INCORPORATED

By: _____

Office: SEC-TREAS.

_____
MAGDALENE WADE THOMAS, a widow

STATE OF TENNESSEE )
)
COUNTY OF DAVIDSON )

Personally appeared before me, Sherry Nicholson, a Notary Public in and for the State and County aforesaid, personally appeared the within named MAGDALENE WADE THOMAS, a widow, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Davidson County, Tennessee, this 1st day of May, 1989.

Sherry Nicholson
NOTARY PUBLIC

My Commission Expires:

[illegible]

STATE OF TENNESSEE )
)
COUNTY OF DAVIDSON )

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Before me, Sherry Nicholson, a Notary Public in and for said county and state, personally appeared Donald Wall, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him self to be Secretary-Treasurer of AMUSEMENT, INCORPORATED, the within named bargainor, a corporation, and that he as such Secretary-Treasurer, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by him self as Secretary-Treasurer.

Witness my hand and seal, at office in Nashville, Tennessee, this 1st day of May, 1989.

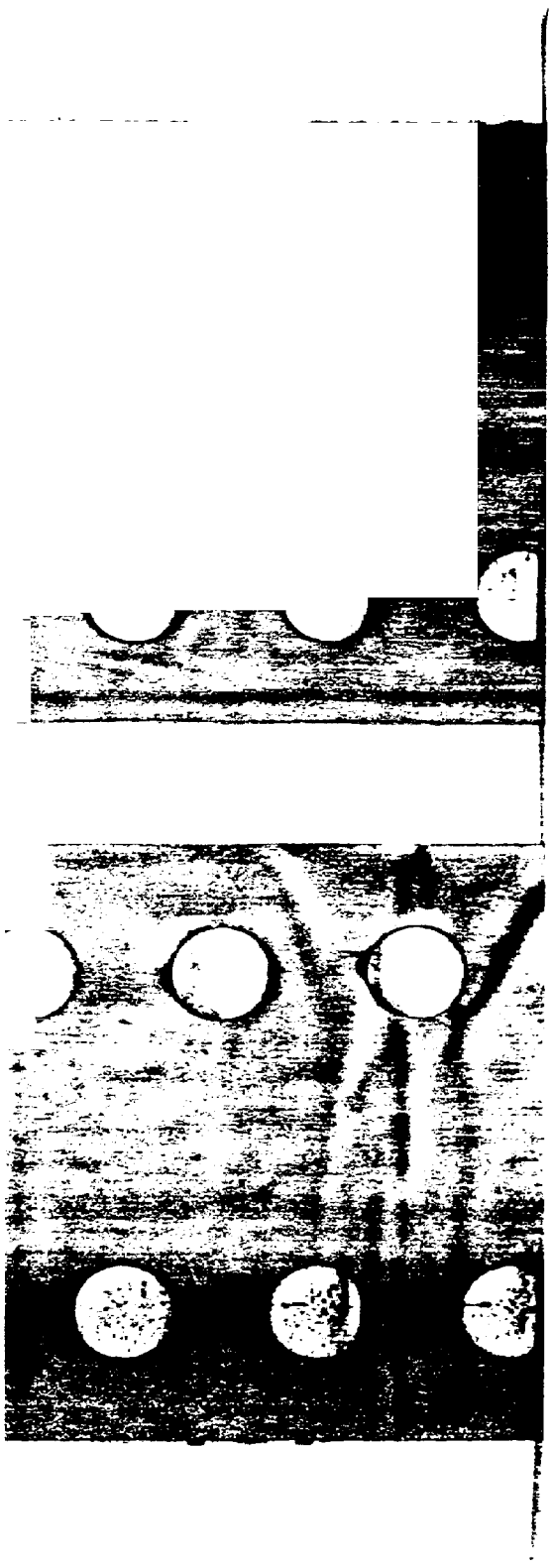
Sherry Nicholson
NOTARY PUBLIC

SHERRY NICHOLSON NOTARY PUBLIC DAVIDSON COUNTY

My Commission Expires:

My Commission Expires 9-11-90

1597 05/01 0101 03CHECK 1055.20



**OFFICIAL RECEIPT**

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

RECEIVED OF _____

FOR _____

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| | | |
|---|---|---|
| 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 260000.00
MAMT 160000.00
CON TX 858.00
MOR TX 181.70
PRFEE 0.50
MTEED 15.00
TOTAL 1055.20
CHECK 1055.20

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

05/01/89 01 15:10 0001 1697

29175.

IDENTIFICATION REFERENCE

Mar 1 3 09 PM '89

FELIX Z WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 205191