BOOK 7837 PAGE 814

Installment Deed

This instrument prepared by
BASS, BERRY & SIMS, ATTYS.
1000 American Trust Bldg.
Nashville, Tenn. 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
MID-SOUTH INDUSTRIES, INC (NAME)	(SAME) (NAME)	091-09-0-035
618 Vernon St. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	091-09-0-044 01 / 091-09-0-043 01
Nashville, Tenn. 37209 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	091-09-0-032 / 091-05-0-161 / 091-05-0-163

091-05-0-166 091-05-0-164
091-09-0-022 091-05-0-165
091-05-0-136

Paid in full 3-18-76 JL

FOR AND IN CONSIDERATION of the sum of THREE HUNDRED SEVENTY-THREE THOUSAND SEVEN HUNDRED TWENTY-FIVE ($373,725.00) - *Dollars,*
of which SIXTY-FIVE THOUSAND THREE HUNDRED THIRTY-ONE AND 60/100 ($65,331.60) - *Dollars, has been paid in cash,*
the receipt of which is hereby acknowledged, and for the remainder of THREE HUNDRED EIGHT THOUSAND THREE HUNDRED NINETY-THREE AND 40/100 ($308,393.40) - - - - - - - - - - - *Dollars,*
MID-SOUTH INDUSTRIES, INC., a Tennessee corporation, has agreed to assume and by acceptance of this Deed does assume and agree toxxxxxxxx pay the balance of the indebtedness described in and secured by a Deed of Trust from William Randolph Smith and wife, Clayton Vance Cramb and wife, and Mid-South Tool & Die, Inc. to G. F. Cole, Jr. Trustee, dated September 10, 1965, of record in Book 3939, page 74, Register's Office for Davidson County, Tennessee, the principal balance of said debt secured by said Deed of Trust at this time being $47,066.98 and for the remainder of $261,326.42, Mid-South Industries, Inc. has executed and delivered its promissory note of even date herewith in the principal amount of $261,326.42 and payable to the order of William Randolph Smith and Clayton Vance Cramb, with interest from date on the unpaid balance at the rate of five per cent (5%) per annum, payable in four (4) equal annual installments due annually on the _____ day of each succeeding May hereafter, 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, we, William Randolph Smith and Clayton Vance Cramb, have this day bargained and sold, and do hereby transfer and convey unto the said Mid-South Industries, Inc., its successors and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lots Nos. 8, 9, 10, 26 27 28 29 30 31 through 32, part of Lot 35, all of Lots 36 through 40, and the southerly half of Lot 43, on the Plan of Westover, as of record in Book 421, page 25, Register's Office for said County, and the northwest part of lot No. 38 and the north part of the easterly 100 feet of the westerly 395.1 feet of lot No. 38 on the map of the Subdivision of the B. F. Cockrill Farm, as of record in Book 161, pages 134 and 135, Register's Office for said County. For a more complete description, reference is hereby made to said plans. Said lots Nos. 8 and 32 being the same real property conveyed to William Randolph Smith and Clayton Vance Cramb, by deed from Harry Cohen, and recorded in Book 3030, page 381; said lots Nos. 9, 26 to 31 inclusive, part of lot No. 35, and lots Nos. 36, 37 and 38 being the same real property conveyed to William Randolph Smith and Clayton Vance Cramb by deed from Tennessee Steel and Supply Company, and recorded in Book 2741, page 189; said lot No. 39 being the same real property conveyed to William Randolph Smith and Clayton Vance Cramb by deed from Mrs. Sammie Ollie Hill, and recorded in Book 2999, page 605; said lot No. 10 being the same real property conveyed to William Randolph Smith and Clayton Vance Cramb by deed from Phil Cohen and wife, and recorded in Book 3030, page 354; lot 40 being the same real property conveyed to W. R. Smith and C. V. Cramb, by deed from Charleen Daniels and husband, and recorded in Book 3344, page 619; the southerly one-half of lot 43 being the same property conveyed to William Randolph Smith and Clayton Vance Cramb by deed of record in Book 4120, page 314; the northwest part of lot No. 38 being the same real property conveyed to William Randolph Smith and Clayton Vance Cramb by deed from Georgia Etta Friedli, and recorded in Book 3508, page 509; the north part of the easterly part of lot No. 38 being the same real property conveyed to William Randolph Smith and Clayton Vance Cramb by deed from C. A. Hays and wife, and recorded in Book 3529, page 579; all of the Register's Office for said County. (W. R. Smith and C. V. Cramb are the same persons as William Randolph Smith and Clayton Vance Cramb).

REGISTER'S MEMO
Legibility of Writing, Typing or Printing in This
Document Unsatisfactory When Received

3178.5

TENNESSEE REFERENCE

MAY 10 12 40 PM '89

RUSH

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $373,725.00

Subscribed and sworn to before me, this the _____ day of May 19 72

Affiant

My commission expires: _____ (Affix Seal)

Notary Public

This is unimproved ( ) improved (X) property, known as 618 (House Number) Vernon Street (Street) Nashville (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 Mid-South Industries, Inc., its (successors), 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,* except as above set forth and 1972 taxes. We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Mid-South Industries, Inc., its (successors), ~~his~~ 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 William Randolph Smith and Clayton Vance Cramb *hereinafter referred to as trustors, hereby transfer and convey unto* W. W. Berry, *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 $ _____, 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.

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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 here after 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.

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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 15 day of May, 1972, the corporate party, if any, having caused its name to be signed hereto by us duly authorized officers on said day and date.

William Randolph Smith

Clayton Vance Cramb

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, JOE E. TROTMAN, a Notary Public in and for said County and State, William Randolph Smith and Clayton Vance Cramb

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 Tennessee, this 15 day of May, 1972.

Joe E. Trotman Notary Public

My Commission Expires 10-30-72

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

TO

4745 05/10 0101 03DEC 1595.07

Compliments of

GUARANTY TITLE

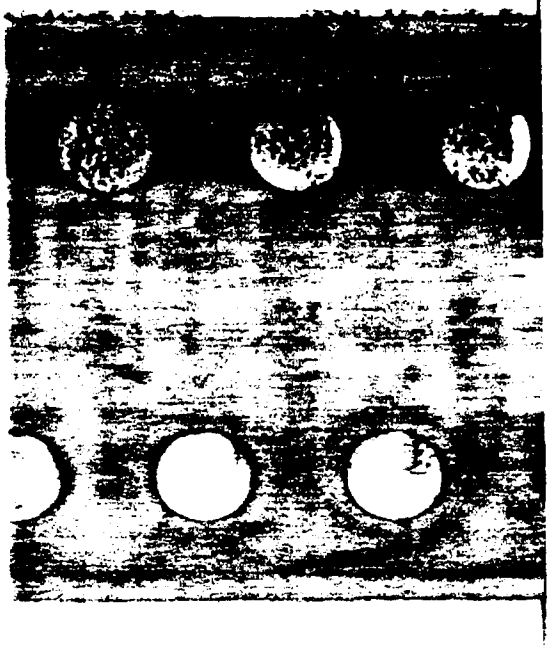
Office of

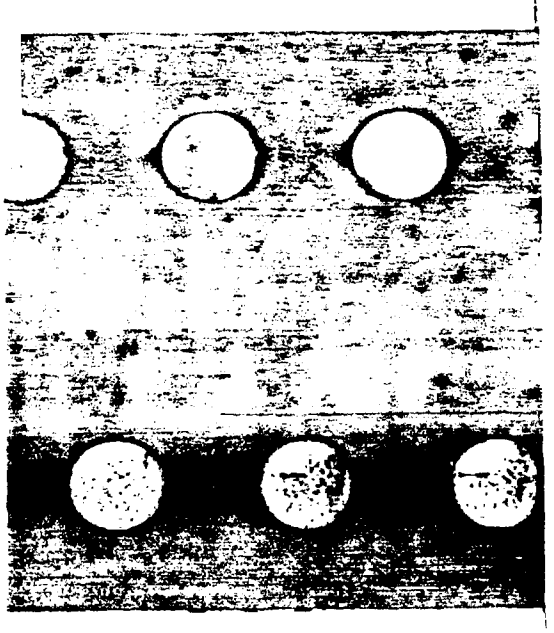
CHICAGO TITLE INSURANCE COMPANY

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 _____

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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 373725.00
MAMT 308393.40
CON TX 1233.21
MOR TX 352.36
PRFEE 0.50
MREEN 9.00
TOTAL 1595.07
CHECK 1595.07

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

05/10/89 01 12:41 0001 4745

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IDENTIFICATION

Mar 10 12 40 PM '89

No. 208198