Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Brake-Tech Auto Brake Centers, Inc. (NAME:)	same (NAME:)	093-11-0
99 Hermitage Ave. (STREET ADDRESS OR ROUTE NUMBER)	same (STREET ADDRESS)	224.00
Nashville, Tenn. 37210 (CITY) (P. O. ZONE) (STATE)	same (CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of One Hundred Twenty-Five Thousand Dollars cash or installment payments of $2700.00 per month for 60 xxxx xxxx consecutive months, *Dollars, of which* of which no *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* of 60 monthly payments of $2700.00 per month, Ora Eads, Jr. and wife Elanor Eads, on behalf of xxxxx purchaser, have executed a promissory note of even date herewith in the amount of One hundred twenty-five thousand dollars cashxxxxxxxx *executed* or installment payments of $2700.00 monthly for 60 consecutive months (July 1, 1986 to June 1, 1991),

BILL GARRETT, Davidson County
Trans: T20160101406 DEEDINST
Recvd: 11/16/16 14:42 2 pgs
Fees: 13.00 Taxes: 557.95
20161116-0121010

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a second *lien is expressly retained on the land herein conveyed,* RAYMOND WHITEAKER, Jr.

has *this day bargained and sold, and do hereby transfer and convey unto the said* Brake-Tech Auto Brake Center, Inc.

(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lots No. 39 and 40 on an unrecorded plan of University Lots, described according to a survey dated November 25, 1974, by John Coode of Kohl-Coode and Associates, as follows:

BEGINNING at an iron pin at the northwest corner of Lindsley Avenue and Hermitage Avenue; thence South 62° 21' West 157 feet to an iron pin located at the common front corner of Lots 38 and 39 on said unrecorded plan; thence North 27° 52' West 160.96 feet to an iron pin located at the margin of a 20-foot alley; thence north 62° 21' East 1.70 feet to an iron pin in the southwest margin of Hermitage Avenue; thence south 71° 44' East 224.08 feet to an iron pin, the point of beginning.

Being property conveyed to Raymond Whiteaker, Jr. by deed from Douglas Plaza Corporation, a Texas Corporation, as of record in Book 4873, page 772, said Register's Office.

STATE OF TENNESSEE
COUNTY OF DAVIDSON
The actual consideration or true value, whichever is greater for this transfer is
$ 125,000.
[signature], Affiant
Subscribed and sworn before me this the 16th Day of Nov, 2016
S. Chandler, Deputy Register

STATE OF TENNESSEE
COUNTY OF DAVIDSON
The actual consideration or value whichever is gre
Subscribed and sworn to before me, this the ______ day of ______ July, 1986
My commission expires: ______
(Affix Seal)

This is unimproved ( ) / improved (X) property, known as 99 Hermitage Ave. 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 RAYMOND WHITEAKER, JR.

(successors), heirs and assigns forever. does *covenant that* he is *lawfully seized and possessed of said real estate in fee simple,* has *a good right to convey it, and that the same is unencumbered.* except as noted in contract of sale.

I *further covenant and bind* my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Brake-Tech Auto Brake Center, Inc.

(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 Brake-Tech Auto Brake Center, Inc.

hereinafter referred to as trustors, hereby transfer and convey unto Alfred T. Adams, 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:*

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 $ 85,000.00 *, 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 convenance 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 equity of redemption, statutory right of redemption, homestead, and all other exemptions and rights 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 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 words "Trustors" when used herein shall apply to parties both singular and plural.

Witness our *hand*s *this* 8th *day of* July, 19 86, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Raymond Whiteaker, Jr.

Ora W. Eads, Jr.

Eleanor L. Eads

Brake-Tech Auto Brake Center, Inc.

By: Ora W. Eads, Jr.

President

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Suzanne W. Cheek, *a Notary Public in and for said County and State, the within named* Raymond Whiteaker, Jr. and Ora Eads and wife Eleanor Eads, individually,

*the bargainor*s Ora W. Eads, Jr. & Eleanor L. Eads, *with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that* they *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, Tennessee, *this* 8th *day of* July, 19 86.

My commission expires 4-17-88 *Notary Public* Suzanne W. Cheek

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Suzanne W. Cheek, *a Notary Public of the State and County aforesaid, personally appeared* Ora Eads, Jr. *and* _____ *with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged* himself *to be the* President *and* _____ *respectively of* Brake-Tech Auto Brake Center, Inc., *the within named bargainor, a corporation, and that* Ora Eads, Jr. *as such* Brake-Tech Auto Brake Center, Inc. *and* _____, *executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said* Ora Eads, Jr. *as* President *and attesting the same by the said* _____ *as* _____.

Witness my hand and seal, at office in Nashville, Tennessee, *this* 8th *day of* July, 19 86.

Suzanne W. Cheek *Notary Public*

Commission expires 4-17-88

INSTALLMENT DEED

FROM
RAYMOND WHITEAKER, JR.

TO
BRAKE-TECH AUTO BRAKE CENTER, INC.

Published by

Ticor Title Insurance Company
Public Square Building
344 4th Avenue North
NASHVILLE, TENNESSEE 37219