INSTALLMENT DEED

For and in Consideration of the sum of ----------

Fourteen Thousand Three Hundred ($14,300.00) and No/100 ---------- Dollars,

of which Two Thousand Five Hundred ($2,500.00) and No/100 ---------- Dollars,

has been paid in cash by Morris Kraft and Calvin A. Buchman

the receipt of which is hereby acknowledged, and for the remainder ----------

Eleven Thousand Eight Hundred ($11,800.00) and No/100 ---------- Dollars,

the said Morris Kraft and Calvin A. Buchman ha ve executed five notes of even date herewith, the first four of which are in the original principal amount of $2,500.00 each, said notes being payable consecutively on or before 6, 12, 18 and 24 months after date with interest thereon at the rate of five and one half per cent (5½%) per annum, the fifth of said series of notes being in the original principal amount of $1,800.00 and being due and payable on or before 30 months after date with interest thereon at the rate of five and one half per cent (5½%) per annum, all of said notes being payable to the order of W. L. Bainbridge Company; the holder of said notes having agreed to execute a release or releases of the lien of this instrument upon any two lots chosen by the grantees upon payment of each note hereinabove described and to release the lien upon all lots after full payment of all notes and simultaneously with this instrument will release the lien upon Lots Nos. 136, 137 and 138.

all of said notes bearing ~~six~~ 5½ per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, ----------

W. L. Bainbridge Company, a partnership ----------

have this day bargained and sold, and do hereby transfer and convey unto the said Morris Kraft and Calvin A. Buchman, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

TRACT I: Land in Davidson County, Tennessee, being Lot No. 164 on the Map of Hortense Place, as of record in Book 161, page 167, Register's Office for said County. SAID Lot No. 164 fronts 50 feet on the westerly side of Woodfin Street and runs back between parallel lines 140 feet to an alley; and being Lot No. 151 on the Map of Hortense Place, as of record in Book 161, page 167, Register's Office for said County. SAID Lot No. 151 fronts 50 feet on the southerly side of Dakota Avenue and runs back between parallel lines 150 feet to an alley; and being Lot No. 147 on the Map of Hortense Place, as of record in Book 161, page 167, Register's Office for said County. SAID Lot No. 147 fronts 50 feet on the south side of Dakota Avenue and runs back between parallel lines 150 feet to a line; and being Lots 139, 140, 142, 150, 156 and 157 on the Map of Hortense Place, of record in Book 161, page 167, Register's Office for said County. SAID Lots Nos. 139 and 140 front together 100 feet on the northerly side of Dakota Avenue and extend back between parallel lines 150 feet to an alley. SAID Lot No. 142 fronts 50 feet on the northerly side of Dakota Avenue, and extends back between parallel lines 150 feet to an alley; SAID Lot No. 150 fronts 50 feet on the southerly side of Dakota Avenue and extends back between parallel lines 150 feet to an alley. SAID Lots Nos. 156 and 157 front together 100 feet on the southerly side of Dakota Avenue and extend back between parallel lines 150 feet to an alley; and being the easterly 40 feet of Lot No. 138 on the Map of Hortense Place, as of record in Book 161, page 167, Register's Office for said County. SAID easterly part of Lot No. 138 fronts 40 feet on the northerly side of Dakota Avenue, and runs back between parallel lines 150 feet to an alley.

BEING the same property conveyed to W. L. Bainbridge Company, by deed from W. L. Bainbridge III and wife, Josephine G. Bainbridge, of record in Book 3284, page 4, Register's Office for Davidson County, Tennessee.'

TRACT II: Land in Davidson County, Tennessee, being Lot No. 141 on the Plan of Hortense Place, of record in Book 161, page 167, Register's Office for said County.

Said Lot No. 141 fronts 50 feet on the north side of Dakota Avenue and runs back between parallel lines 150 feet to an alley.

PART OF
BEING the same property conveyed to W. L. Bainbridge Company, by deed from Mathew Charles McMurray, Arthur Andrew McMurray, Carl S. McMurray, Jr., George Howard McMurray, Mildred Andrew McMurray, of record in Book 3344, pages 253, 257, 261, 265, and 269, Register's Office for Davidson County, Tennessee.

TRACT III: Land in Davidson County, Tennessee, being Lots Nos. 136, 137 and the westerly 10 feet of Lot No. 138 on the Map of Hortense Place, as of record in Book 161, page 167, Register's Office for said County.

Said Lots Nos. 136, 137 and the westerly 10 feet of Lot No. 138 adjoin and front together 70 feet on the northerly side of Dakota Avenue and runs back between lines, 151 feet along an alley on the westerly side and 150 feet on the easterly side to a line at the rear on which it measures 91 feet thereon.

BEING the same property conveyed to W. L. Bainbridge Company, by deeds from Mary Jones Brunner, Tommie Hooper Miller, John Franklin Estes and Eva Jean Estes Duffey, of record in Book 3182, pages 157, 166, 167 and 169, Register's Office for Davidson County, Tennessee.

TRACT IV: Land in Davidson County, Tennessee, being Lot No. 135 on the Map of Hortense Place, as of record in Book 161, page 167, Register's Office for said County.

Said Lot No. 135 fronts 60.5 feet on the east side of 35th Avenue, North and runs back with the northerly margin of Dakota Avenue 128.5 feet to a 20 foot alley, measuring 80 feet thereon and measures 132.5 feet on the northerly line.

BEING the same property conveyed to W. L. Bainbridge Company, by deed from Robert C. Pritchett and wife, Frances Irene Pritchett, of record in Book 3179, page 393, Register's Office for Davidson County, Tennessee.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Morris Kraft and Calvin A. Buchman heirs and assigns forever it does covenant that it is lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

It further covenant and bind itself, its successors heirs and representatives, to warrant and forever defend the title to said real estate to said Morris Kraft and Calvin A. Buchman 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 Morris Kraft and Calvin A. Buchman

do hereby transfer and convey unto _____, 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 Morris Kraft and Calvin A. Buchman 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 $ insurable 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 interst 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 Morris Kraft and Calvin A. Buchman 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 full 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, 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. 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 Morris Kraft and Calvin A. Buchman 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 _____, Trustee, shall be vested in said successor.

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 WHEREOF, we, the said W. L. Bainbridge Company, a partnership and Morris Kraft and Calvin A. Buchman hereunto set our hands at Nashville, Tennessee, this the 5th day of AUG., 1964

W. L. BAINBRIDGE COMPANY

By: W. C. Bainbridge III, Partner

Morris Kraft

Calvin A. Buchman

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Margaret Manning, a Notary Public in and for said County and State, the within named W. C. Bainbridge, III, Morris Kraft, Calvin A. Buchman

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 Nashville Tennessee, this 5 day of August, 1964

Margaret Manning, Notary Public.

Commission Expires 4-24-66

NOTARY PUBLIC DAVIDSON COUNTY, TENNESSEE

STATE OF _____
_____ **County.**

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the bargainor____, with whom I am personally acquainted, and who acknowledged that _____ executed the within instrument for the purposes therein contained.

Witness my hand and official seal at _____ this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE
Davidson County

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared _____ and _____ with whom I am personally acquainted and who upon (his oath / their several oaths) acknowledged (himself / themselves) to be the _____ and _____ respectively of the _____ the within named bargainor, a corporation, and that (he / they) as such _____ and _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said _____ as such _____, and attesting the same by the said _____ as such _____

Witness my hand and official seal at office at _____ on this the _____ day of _____, 19____.

My commission expires _____

_____
Notary Public

INSTALLMENT DEED

FROM W. L. BAINBRIDGE COMPANY

TO Morris Kraft and Calvin A. Buchman

Attorneys Title Company
Titles Guaranteed

44986

NASHVILLE, TENN.

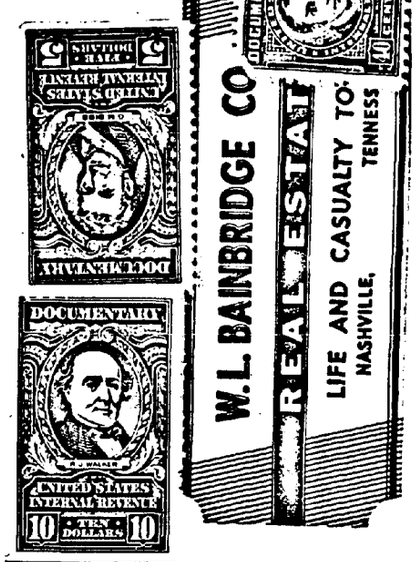
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

AUG 7 11 [illegible]

NOTED BOOK 109 PAGE 652

RECORDING FEE $ 3.00

DEP. REG. _____



STATE TAX $ 2.45
PROBATE 50
TOTAL $2.95

AUG 7 1964

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID AUG 7 1964