This instrument was prepared by Ervin M. Entrekin, Attorney
Firm of WARFIELD & ENTREKIN, Attorneys, American Trust Bldg., Nashville, Tenn.

Map 103-14
Par. 28
8DA 46100

INSTALLMENT DEED

BOOK 3908 PAGE 187

For and in Consideration of the sum of ONE HUNDRED, TWENTY THOUSAND and NO/100 ----------($120,000.00)---------- Dollars, of which THIRTY-FIVE THOUSAND and NO/100-------($35,000.00)---------Dollars, has been paid in cash by C.B.S. Realty Company, a partnership composed of Sam Seligman, Joe Barr and Ben C. Cavalier, the receipt of which is hereby acknowledged, and for the remainder EIGHTY-FIVE THOUSAND and NO/100----------($85,000.00)---------- Dollars, the said has executed its note of even date herewith in the amount of $85,000.00 payable to the order of Grantors, in three, equal, annual installments due one, two and three years from the date hereof, together with interest on the unpaid balance remaining from time to time at the rate of five and one-half (5-1/2%) percent per annum, said interest being payable with each payment of principal and providing for privilege of prepayment without penalty, and,

all of said notes bearing six 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, we, Charles H. Potter, Charles F. Alexander, Robert C. H. Mathews, Jr., Franklin G. Clark, and Don M. Powell, have this day bargained and sold, and do hereby transfer and convey unto the said C.B.S. Realty Company, a partnership composed of Sam Seligman, Joe Bar and Ben C. Cavalier, their successors heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A tract of land in the 8th Civil District of Davidson County, Tenn., and being a part of the reserved area as shown on the recorded plan of Hillwood Terrace as of record in Book 2663, page 50, Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

BEGINNING at a point in the southerly margin of White Bridge Road, said point being north 63° 18' west, 585.0 feet from the centerline of Brookwood Terrace, said point being the northwest corner of Strike and Spare, Inc. property; thence south 26° 42' west, 327.5 feet with said Strike and Spare, Inc. westerly line to a point in the common line of said Hillwood Terrace and Hillwood Terrace, Section 2, of record in Book 3300, page 73, Register's Office for Davidson County, Tennessee; thence north 63° 18' west, 503.5 feet with said common line to a point, said point being the southeast corner of Herschel Katzman, Trustee property; thence, north 44° 18' 21" east, 378.19 feet with the easterly line of said Herschel Katzman, Trustee line to a point in the southerly margin of White Bridge Road; thence southeasterly 177.88 feet with the southerly margin of White Bridge Road and a curve to the left having a radius of 474.62 feet to a point; thence, south 63° 18' east 215.2 feet continuing with said margin of White Bridge Road to the point of beginning, and containing 3.45 acres, more or less.

BEING part of the property vested in R. C. H. Mathews, Jr., Franklin G. Clark, Don M. Powell, Charles H. Potter and Charles F. Alexander as liquidating stockholders of Real Estate Development Corporation whose charter has been surrendered, all as more particularly appears in two instruments of record in Book 3619, page 387, and Book 3644, page 497, said Register's Office.

AND, FURTHER, we, Charles H. Potter, Charles F. Alexander, Robert C. H. Mathews, Jr., Franklin G. Clark and Don M. Powell do by these presents nominate and appoint ourselves as Trustees with all powers and authority formerly vested in Ervin M. Entrekin by the conveyance of R. W. Grizzard and wife, of record in Book 2651, page 166, Register's Office for said County, reference to which is here made, specifically for the purpose of

Continued on next page

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the transfer and conveyance of legal title to the within described property and as such trustees do by these presents join in the execution and delivery of said deed to the Grantee.

THIS CONVEYANCE is made subject to restrictions of record in Book 2750, page 521, and as shown on the recorded plan, and in addition thereto, the following restrictions are hereby imposed upon the above described property and said restrictions shall be covenants running with the land and binding upon the Grantee, its successors and assigns for a period of 25 years from the date hereof:

(1)No building or other structure shall be constructed, altered, improved or used without the approval in writing by Ervin M. Entrekin, Trustee, his successors and assigns, of completed working drawings, plans, specifications, site plans, and uses of such structures and buildings. Any buildings or structures on the property must be placed, constructed, altered, improved and used according to the working plans, drawings and specifications approved by the said Ervin M. Entrekin.

(2) There shall be no billboards on the property.

(3) No building or other structure shall be located nearer than 55 feet to White Bridge Road and no building or other structure except for apartment buildings may be located nearer than 110 ft. to White Bridge Road.

(4) A failure to enforce these restrictions because of any violation shall not be deemed a waiver of such right as to any subsequent or other violation. Said right being a continuing one.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said C.B.S. Realty Company, a partnership, its successors 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.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said C.B.S. Realty Company, a partnership, its successors 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 C.B.S. Realty Company, a partnership, by our duly authorized partner, Sam Seligman,

do hereby transfer and convey unto Ervin M. Entrekin, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

, the said

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 $ 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 C.B.S. Realty Company, a partnership, 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 C.B.S. Realty Company, a partnership, its 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 Ervin M. Entrekin, 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 Franklin G. Clark, Charles H. Potter, Charles F. Alexander, Don M. Powell, and Robt. C.H. Mathews and C.B.S. Realty Company, a partnership by its duly authorized partner, Sam Seligman, hereunto set our hands at Nashville, Tennessee, this the 17 day of June 19 65

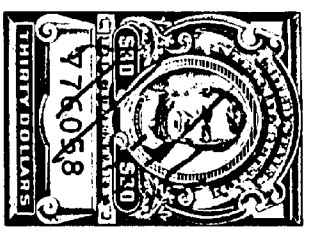
C.B.S. REALTY COMPANY, a partnership

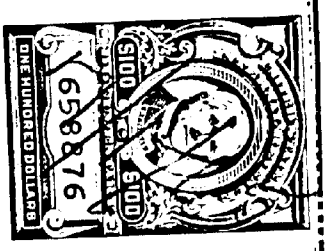
BY: Sam Seligman
Sam Seligman, Partner

Don M. Powell
Franklin G. Clark
Robt. C.H. Mathews
Charles F. Alexander

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




STATE OF TENNESSEE
Davidson County

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named Franklin G. Clark, Charles H. Potter, Charles F. Alexander, Don M. Powell and Robert C. H. Mathews, and Sam Seligman, duly authorized partner of C.B.S. Realty Company, a partnership

the 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 17 day of June, 1965

Commission Expires July 22 1967

Notary Public.

STATE OF TENNESSEE
DAVIDSON County.

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named Sam Seligman, duly authorized partner of C.B.S. Realty Company, a partnership

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

Witness my hand and official seal at Nashville, Tennessee this 17th day of June, 1965

Commission Expires Apr. 22, 1967

Notary Public.

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
Charles H. Potter, et al

TO
C.B.S. Realty Company, a partnership

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

87265

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

JUL 1 2 30 PM '65
NOTE PAGE 111
RECORDING FEE 3.25 874
DEP. REG. 2

STATE TAX $ 18.00
PROBATE .50
TOTAL $ 18.50

JUL 1 1965

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

PAID JUL 1 - 1965
CT