Send tax statements: Music City USA Building & Motel, Inc.
c/o Arnold Realty Company
Brentwood, Tennessee

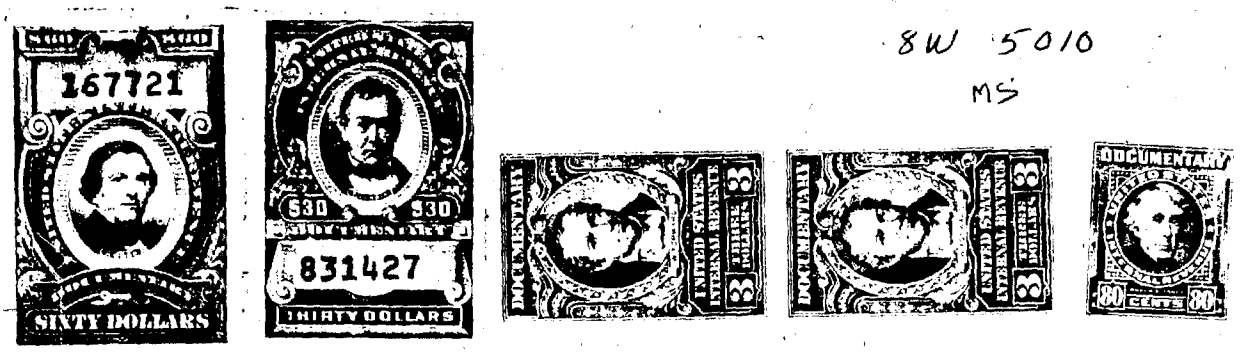
BOOK 3929 PAGE 22

FORM 1008

INSTALLMENT DEED — TENNESSEE TITLE COMPANY

FOR AND IN CONSIDERATION OF the sum of Eighty-eight Thousand and 00/100 (88,000.00) DOLLARS of which $ 25,520.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees, Music City USA Building and Motel, Inc., a Tennessee corporation, has executed a note in the principal amount of Sixty-two Thousand Four Hundred Eighty and 00/100 Dollars ($62,480.00) with interest at the rate of 6 percent per annum. Said note is payable as follows: Thirty-one Thousand Two Hundred Forty and 00/100 Dollars ($31,240.00) plus interest to date payable May 26, 1966; and the balance of Thirty-one Thousand Two Hundred Forty and 00/100 Dollars ($31,240.00) plus interest on May 26, 1967,

MAP 93-13
PAR. 163
8W 5010
MS



and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

Lambert L. Hailey and John T. Hailey, Jr.,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Music City USA Building and Motel, Inc., a Tennessee corporation,

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lots Nos. B and C in the B. F. Shields' Heirs Tract of record in Book 57, page 31, Register's Office for said County.

Said Lots Nos. B and C adjoin and front together 100 feet on the east side of Sixteenth Avenue South, and run back between parallel lines, 151 feet to an alley.

Being the same property conveyed to Lambert L. Hailey and John T. Hailey, Jr., by deed from George H. Roberts and wife, as of record in Book 2901, page 81, said Register's Office.

Parcel No. W10-4905 and W10-4910.

PREPARED BY: HOFSTETTER & HOFSTETTER, Attorneys
Nashville, Tennessee

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their 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.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, 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 grantees herein do hereby transfer and convey unto O. B. Hofstetter, Jr., 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 grantees 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/amount 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 interest 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 grantees, 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 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 advise 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 the grantees herein, their heirs, 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 the said 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.

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 grantors and grantees, have hereunto set our hands this the 26th day of August 19 65

Lambert L Hailey.

John T Hailey Jr

ATTEST: Music City USA Building and Motel, Inc.

By Frank V. Willard Sec. By Charles E. Mosley Pres.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Eunice Miller, a Notary Public in and for said County and State, the within named Lambert L. Hailey and John T. Hailey, Jr. the bargainer, 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 this 26th day of August, 1965

Commission Expires 11-2-65 Eunice Miller, Notary Public.

STATE OF TENNESSEE
DAVIDSON County

Before me, Eunice Miller, a Notary Public within and for the State and County aforesaid, personally appeared Charles E Mosley and Frank V. Willard, with whom I am personally acquainted and who upon their several oaths acknowledged themselves to be the President and Secretary respectively of the Music City USA Building and Motel, Inc. the within named bargainor, a corporation, and that he as such President and Secretary, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said Charles E. Mosley as such President and attesting the same by the said Frank V. Willard as such Secretary

WITNESS my hand and official seal at office at Nashville, Tennessee this the 26th day of August 1965

My commission expires 11-2-65 Eunice Miller, Notary Public

STATE TAX $ 137.50
PROBATE $ 13.50
TOTAL $ 151.00

AUG 30 1965
PAID AUG 30 1965
R. E. WORRALL
COUNTY COURT CLERK

INSTALLMENT DEED

FROM

LAMBERT L. HAILEY, ET UX,

TO

Music City USA Building and Motel, Inc.

REGISTER'S OFFICE

STATE OF TENNESSEE
DAVIDSON COUNTY

Received for record this ____ day of ____ A. D. 19__

at ____ o'clock ____ M.,

Noted in Book ____ Page ____

Recorded in Book 9 Page 822

Recording Fee $ AUG 30 10 20 AM '65

DAVIDSON COUNTY
STATE OF TENNESSEE

Publish

NOTE: PAGE 275
RECORDING FEE
DEP. REG.

TENNESSEE TITLE COMPANY

Nashville, Tenn.

Zone Office

LAWYERS TITLE INSURANCE CORPORATION

of Richmond, Virginia