Prepared by: William D. Castleman, Attorney, 218 Third Avenue, North, Nashville, Tennessee

BOOK 3994 PAGE 390

send tax statement to Dr. Martin E. Lee

INSTALLMENT DEED 32. arcade — Map 116-12 Par 4,5,6

Map 116-8 Par 125.

For and in Consideration of the sum of Sixty Eight Thousand, Seven Hundred, Fifty, and 00/100 ($68,750.00)---------- Dollars,

of which Six Thousand, Seven Hundred, Fifty and 00/100 $6,750.00) Dollars,

has been paid in cash by Dr. Martin E. Lee and Harry Fred Friedman,

the receipt of which is hereby acknowledged, and for the remainder Sixty Two Thousand and ($62,000.00)---------- Dollars,

the said Dr. Martin E. Lee and Harry Fred Friedman have executed their one note of even date herewith in the principal sum of Sixty Two Thousand and 00/100 ($62,000.00) Dollars. Said note is payable to the order of C. ALEX BROWN and wife, EDDIE MAE BROWN, and is payable at the rate of Four Hundred, Fifty Two and 82/100 ($452.82) Dollars per month, beginning on the 1st day of April, 1966, and a like amount on the 1st day of each succeeding month until all of said amount is paid in full, a total of eighteen (18) years. Said installments include interest at the rate of 5½% per annum, which shall be applied first to interest and the remainder to principal;

all of said notes bearing 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, we, C. Alex Brown and wife, Eddie Mae Brown,

have this day bargained and sold, and do hereby transfer and convey unto the said Dr. Martin E. Lee and Harry Fred Friedman, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being lots Nos. 18, 19, 20 and 21 of Block "C" on the Map of Woodmont Lane Homesites, as of record in Book 1130, page 13, Register's Office for said County, and more particularly described as follows:

BEGINNING on the northerly margin of Auburn Lane at the corner of lots Nos. 17 and 18; thence with the line between said two lots northwardly 193.8 feet to the southwest corner of Lot No. 4; thence with the southerly line of lots Nos. 4, 3, 2 and 1, eastwardly 322.5 feet to the westerly margin of Estes Avenue; thence with same southwardly 132.5 feet to the beginning of a curve; thence around said curve in a southwesterly direction 31.6 feet to the northerly margin of Auburn Lane; thence with same, westwardly 300.8 feet to the beginning.

Being the same real property conveyed to C. Alex Brown and wife, Eddie Mae Brown, by deed from James F. Holt, Sr., and wife, of record in Book 2644, page 528, said Register's Office.

This conveyance is made subject to easements, restrictions, etc., as shown of record.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Dr. Martin E. Lee and Harry Fred Friedman, 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 said real estate to said Dr. Martin E. Lee and Harry Fred Friedman, 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 Dr. Martin E. Lee and Harry Fred Friedman

do hereby transfer and convey unto William D. Castleman, 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 Dr. Martin E. Lee and Harry Fred Friedman,

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 $ 60,000.00 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 Dr. Martin E. Lee and Harry Fred Friedman, 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 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 Dr. Martin E. Lee and Harry Fred Friedman 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 William D. Castleman, 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 C. Alex Brown and wife, Eddie Mae Brown, and Dr. Martin E. Lee & Harry Fred Friedman, hereunto set our hands at Nashville, Tennessee, this the 7th day of March 1966.

Martin E. Lee

Harry Fred Friedman

C. Alex Brown

Eddie Mae Brown

STATE OF TENNESSEE
Davidson County

Personally appeared before me, George Volbert, a Notary Public in and for said County and State, the within named C. Alex Brown and wife, Eddie Mae Brown, and Dr. Martin E. Lee and Harry Fred Friedman,

the bargainor, 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 7th day of March, 1966.

Commission Expires July 26, 1967

George Volbert, Notary Public.

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

Tom Gupton

INSTALLMENT DEED

FROM

C. ALEX BROWN, ET UX

TO

DR. MARTIN E. LEE AND HARRY FRED FRIEDMAN

Attorneys Title Company
Titles Guaranteed

19823

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN.
NASHVILLE, TENN.
MAR 8 9 28 AM '56
NOTED. BOOK 113 PAGE 608
RECORDING FEE $ 2.50
DEP. REG. _____

STATE TAX $ 103.13
PROBATE 59
TOTAL $ 103.63
MAR 8 - 1966
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID MAR 8 1966