FORM 1008

INSTALLMENT DEED

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Thomas Francis Diskin (NAME)	Thomas Francis Diskin (NAME)	~~Map 43-14~~
Same (STREET ADDRESS OR ROUTE NUMBER)	McMahon Ave (STREET ADDRESS)	~~Par 18 thru 22~~
(CITY) (P. O. ZONE) (STATE)	Nashville (CITY) (ZONE) (STATE)	Map 43-14 PAR 26 mp

FOR AND IN CONSIDERATION OF the sum of Nineteen Thousand, Five Hundred and no/100- ----------($19,500.00)---------- DOLLARS

of which $ 4,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees will make five (5) annual payments in the amount of Three Thousand, One Hundred ($3,100.00) Dollars, plus 6% interest on the unpaid principal. Said payments being due on September first of each five (5) succeeding years.

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,

Joetta Grace, Executrix of the estate of O. M. Grace, Sr.

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

Thomas Francis Diskin

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

Land in the 11th, formerly the 19th, Civil District of Davidson County, Tennessee, described according to a survey made by George W. Watkins, Surveyor, February 4, 1955, as follows:

Beginning at an iron pin on the northerly margin of Old Hickory Boulevard at the southwest corner of the property conveyed to Granville J. Rives, by deed from B. F. Bixler and wife, Elizabeth E. Bixler, of record in Book 841, page 24, Register's Office for said County; thence with the said Rives western boundary line, north 5° 30' east 225 feet to an iron pin; thence north 88° west 260.6 feet to an iron pin; thence south 4° 25' west 225 feet to an iron pin on the northerly margin of said Boulevard; thence with same, south 87° 45' east 254 feet to the beginning, containing 1.3 acres, more or less.

Said property was devised to Jo Etta Merryman Grace for life or widowhood and upon her death or remarriage, to Mack Grace, Jr., James B. Grace and Mack Grace, III, by will of Oliver M. Grace, Sr., deceased, of record in Will Book 83, page 338, County Court for said County, and O. M. Grace, Jr. has since died survived by O. M. Grace III and Debra Grace as his only heirs-at-law.

This transfer is made in accordance with a Decree in the Chancery Court, Case No: 88923, styled Jo Etta Grace, Executrix, et al vs. O. M. Grace, III, et al, and appears of record in Book 193, page 234

This is unimproved ( ) improved ( ) property, known as ---------- (House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

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 William J. Faimon 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 $ ---------- 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:

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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 4th day of August 19 66.

Thomas Francis Diskin — Thomas Francis Diskin

Jo Etta Grace, Executrix — Joetta Grace, Executrix of the Estate of O. M. Grace, Sr.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Billy H. Howell, a Notary Public in and for said County and State, the within named Joetta Grace, Executrix of the Estate of O. M. Grace, Sr. 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 Madison, Tenn. this 4th day of August 1966

Commission Expires November 16th, 1968 — Billy H. Howell Notary Public.

STATE OF California
County of Los Angeles County

STATE TAX $ 27.50
PROBATE .50
TOTAL $ 29.75

Before me, Stephen Michael Kenis, a Notary Public within and for the State and County aforesaid, personally appeared Thomas Francis Diskin, ~~with whom I am personally acquainted~~ and who upon ~~his oath~~ acknowledged ~~himself~~ to be the within ~~Grantor~~ ~~bargainor~~ ~~executrix~~ ~~executor~~ ~~trustee~~ ~~attorney-in-fact~~ ~~agent~~ ~~officer~~ ~~of the corporation~~ ~~partnership~~ ~~joint venture~~ ~~association~~ named, acknowledged that he executed the within instrument for the purposes therein contained.

AUG 15 1966
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.
PAID AUG 15 1966

WITNESS my hand and official seal at office at Los Angeles, California on this the 4th day of August 1966

My commission expires June 17, 1967 — Stephen Michael Kenis Notary Public

STEPHEN MICHAEL KENIS
My Commission Expires June 17, 1967

INSTALLMENT DEED

FROM
Jo Etta Grace, Executrix of the Estate of O. M. Grace, Sr.

TO
Thomas Francis Diskin

Attorneys Title Company
Titles Guaranteed

FELIX ... REGISTER
DAVIDSON COUNTY
STATE OF TENN.

AUG 15 07 PM '66
NASHVILLE,
BOOK 1147 PAGE 69
RECORDING FEE $ 2.75
REF. 6

This instrument prepared by
Jennings, Frazier & Faimon
200 Court Square Building
Nashville, Tennessee

Mail to: Geo. P. Howell & Son Co.
412 Gallatin Rd., So., Madison, Tenn. 37115