BOOK 4301 PAGE 893 Map 92-15 Par 317

INSTALLMENT DEED

For and in Consideration of the sum of Thirty-Eight Thousand ($38,000.00) ----------

---------- Dollars,

of which One Hundred ($100.00) ---------- Dollars,

has been paid in cash by B & H Properties, Inc., a Tennessee corporation,

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

Nine Hundred ($37,900.00) ---------- Dollars,

the said B & H Properties, Inc. has

executed its one promissory note of even date herewith payable to the order of George N. Burkhalter and Faulkner Hickerson in ten (10) annual installments of $3,790.00 each, plus interest on the unpaid balance,

New Owner
B & H. Properties, Inc.
Dickerson Rd
Nashville Tenn

Jay Bell
Same

all of said notes bearing five 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, George H. Burkhalter and wife, Marie N. Burkhalter, and Faulkner Hickerson and wife, Grace Dean Hickerson,

have this day bargained and sold, and do hereby transfer and convey unto the said

B & H Properties, Inc., its successors and assigns,

certain real estate in Davidson County, Tennessee, as follows:

Being the northerly thirty-six and one-half 36-1/2) feet of Lot 11 on the Plan of Irwin's Subdivision, as of record in Book 17, page 615, Register's Office for Davidson County, Tennessee. Said northerly part of Lot No. 11 fronts thirty -six and one-half (36-1/2) feet on the easterly side of Second Avenue, South, formerly Market Street, and runs back between parallel lines, with the south line of Lot No. 12 on said plan, one hundred and eighty-eight (188) feet to an alley, the said common south line of Lot No. 12 and the north line of Lot No. 11, being one hundred and twenty-three (123) feet south of the south margin of Carroll Street, excluding the portion of the easterly side of Second Avenue, South, taken by the City of Nashville for the construction of the Lafayette Street Highway. Also excluded from the property herein conveyed (but included within the foregoing description) in that portion conveyed to the Tennessee Department of Highways for highway purposes by warranty deed of record in Book 4290, page 97, Register's Office for said County, which excluded portion is described as follows:

Beginning at a point in the westerly margin of an alley 118.5 feet, more or less, southerly from the south margin of Carroll Street; thence with said alley south 27 degrees 34 minutes east, 38 feet to the northeast corner of Gulf Oil Corporation Property; thence with their northerly line south 63 degrees 20 minutes west, 19.2 feet to a point;

(Description continued on attached sheet)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said B & H Properties, Inc., 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 real estate to said B & H Properties, Inc., 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 it in hand paid, it, the said B & H Properties, Inc. does hereby transfer and convey unto Jack W. Robinson, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

It, the said B & H Properties, Inc., does 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.

It further agrees 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 it fails 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 it, the said B & H Properties, Inc. 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 it fails 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; or if it fails 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. It agrees 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. It further agrees 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 B & H Properties, Inc., its successors or assigns.

(Continuation of description)

thence north 27 degrees 34 minutes west, 38 feet to a point; thence north 63 degrees 20 minutes east, 19.2 feet to the point of beginning and containing 700 square feet, more or less.

Being part of the same property conveyed to George N. Burkhalter and Faulkner Hickerson by deed from Nettie B. Fisher as of record in Book 2396, page 354, and by deed from W. Mack Craig, Jr., as of record in Book 2546, page 515, said Register's Office.

I [illegible] swear or affirm that the actual consideration or [illegible] for the transfer, is $ 38000 [illegible]

[illegible] me this 15 day of Jan 19 69

Deputy Register [signature]

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 Jack W. Robinson, 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 George N. Burkhalter, Etux and Faulkner Hickerson, Etux and B & H Properties, Inc. hereunto set our hands at Nashville, Tennessee, this the 13 day of January, 1969

Geo N. Burkhalter
Geo. N. Burkhalter

Marie N. Burkhalter
Marie N. Burkhalter

Faulkner Hickerson
Faulkner Hickerson

Grace Dean Hickerson
Grace Dean Hickerson

Attest:

B & H PROPERTIES, INC.

Faulkner Hickerson
~~Secretary~~ President

Attest: Geo N. Burkhalter
~~President~~ Secretary

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Pauline McBride, a Notary Public in and for said County and State, the within named George N. Burkhalter and wife, Marie N. Burkhalter and Faulkner Hickerson and wife, Grace Dean Hickerson,

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 13 day of January, 1969

Pauline McBride, Notary Public.

Commission Expires 2-2-72

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 _____

BOOK 4301 PAGE 897

STATE OF TENNESSEE
Davidson County

Before me, [illegible], a Notary Public within and for the State and County aforesaid, personally appeared [illegible] and [illegible] with whom I am personally acquainted and who upon (their several oaths) acknowledged (themselves) to be the President and Secretary respectively of the B & H Properties, Inc. the within named bargainor, a corporation, and that (He) (they) as such President and Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said [illegible] as such President, and attesting the same by the said [illegible] as such Secretary

Witness my hand and official seal at office at Nashville, Tennessee on this the 13 day of January, 1969

My commission expires 1-29-72

[illegible]
Notary Public

JAN 15 69	CONV	38,000.00				
JAN 15 69	MORT'G	37,900.00				
JAN 15 69	S'TAX		A*	98.80		
JAN 15 69	S'TAX		A*	35.90		
JAN 15 69	PR'FEE		A*	.50		
JAN 15 69	W'DEED		A*	7.50	*	142.70

INSTALLMENT DEED

FROM
George N. Burkhalter et al

TO
B & H Properties, Inc.

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

A 26934

IDENTIF. REFERENCE

JAN 15 10 56 AM '69

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

JOHN YORLEY CO. NASHVILLE