This instrument prepared by:
R. Marshall
513 Nashville Bk. & Tr. Bldg.
Nashville, Tennessee 37201

Installment Deed

BOOK 4339 PAGE 973

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
HIKIWA CORPORATION	Same	Map 93-11
(NAME:)	(NAME:)	Par. 159
631 Second Avenue South		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tenn. 37210		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Ten Thousand One Hundred One and no/100 ($10,101.00) *Dollars, of which* One ($1.00) ---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Ten Thousand One Hundred and no/100 ($10,100.00) ---------- *Dollars,* Hikiwa Corporation, a Tennessee corporation, *has executed* and delivered to Rohrbach & Hill, Inc., a Tennessee corporation, its one certain promissory lien note of even date herewith, bearing interest from date at the rate of Six (6%) Percent per annum, payable to Rohrbach & Hill, Inc. and being payable in three hundred (300) equal monthly installments of Sixty Five and 09/100 ($65.09) Dollars each, the first of said installments, which include principal and interest being due and payable on or before the 2nd day of July 1969, and a similar installment being due and payable thereafter on the 2nd day of each month until the whole of said note, principal and interest, is fully paid *and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed,* ROHRBACH & HILL, INC.

have this day bargained and sold, and do hereby transfer and convey unto the said HIKIWA CORPORATION, its *(successors) and assigns,*

Land in Davidson County, Tennessee, and more particularly described as follows:

Beginning at a point on the west side of Market Street (now Second Avenue, South) 83.5 feet North of Elm Street; thence westwardly and parallel with north margin of said Elm Street, 135 feet to the East margin of an alley; thence northwardly with margin of said alley, 50 feet to a point; thence eastwardly 135 feet to a point in the west margin of Market Street (now Second Avenue, South); thence 50 feet with said west margin to a point of beginning.

The above-described property is the northerly 50 feet of Noel Mill and Elevator Co., Inc., 133.33 feet nearly opposite the entrance of Middleton Avenue into Second Avenue, South.

The above description, taken partially from the deed recorded in 1886 and from the Tax maps in Tax Assessor's Office. This tract being on Map 93-11, Parcel #159, Tax Book Parcel 13W #7425.

Being the same property conveyed to Rohrbach & Hill, Inc. by deed from the Metropolitan Government of Nashville and Davidson County, Tennessee, of record in Book 4309, page 799, Register's Office for said county.

JUN-5 69	CONV	10,100.00		
JUN-5 69	MORT'G	10,100.00		
JUN-5 69	S'TAX		B*	26.26
JUN-5 69	S'TAX		B*	8.10
JUN-5 69	PR'FEE		B*	.50
JUN-5 69	W'DEED		B*	4.50

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $ 10,100.00 * 3036

Subscribed and sworn to before me, this the 4th day of June 19 69

Affiant

My commission expires: Oct. 29, 1969 (Notary Seal)

Mrs. Peggy Cardwell
Notary Public

This is unimproved ( ) improved (X) property, known as 627 Second Ave. So, Nashville, Tenn. 37210
(House Number) (Street) P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said HIKIWA CORPORATION, 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 successors and assigns, to warrant and forever defend the title to said real estate to said Hikiwa Corporation, 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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Hikiwa Corporation, by its duly authorized officer, *hereinafter referred to as trustors, hereby transfer and convey unto* R. Marshall, *Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors 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 the sum of ✓insurable value, *or at least the maximum insurable value, until the indebtedness herein secured is 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 or holder of said indebtedness as his interest may appear.*

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed, and be payable by trustors upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured, or pay said other sums when due, as herein provided, trustors fail to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, 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 indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, 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. The trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed 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 indebtedness 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 trustors, their order, 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 indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first-maturing unpaid note, or upon his refusal or failure so to do, then the holder in order of the next maturing notes, 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 Registers Office for Davidson County, Tennessee, and the title herein conveyed to the above named trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

Witness our *hand* s *this* 2nd *day of* June, 1969, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

HIKIWA CORPORATION

BY: J. B. Hill

J. B. HILL, PRESIDENT

ROHRBACH & HILL, INC.

BY: H. E. Kirkpatrick

H. E. KIRKPATRICK, VICE-PRESIDENT

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Mrs. Peggy Cardwell, *a Notary Public of the State and County aforesaid, personally appeared* H. E. Kirkpatrick, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* Vice-President *of the* Rohrbach & Hill, Inc., *the within named bargainor, a corporation, and that* he *as such* Vice-President, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* him *self as* Vice-President

Witness my hand and seal, at office in Nashville, Tennessee, *this* 4th *day of* June, 1969.

Mrs. Peggy Cardwell *Notary Public*

Commission expires Oct 29, 1969

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Mrs. Peggy Cardwell, *a Notary Public of the State and County aforesaid, personally appeared* J. B. Hill, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* President *of the* Hikiwa Corporation, *the within named bargainor, a corporation, and that* he *as such* President, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* him *self as* President

Witness my hand and seal, at office in Nashville, Tennessee, *this* 4th *day of* June, 1969.

Mrs. Peggy Cardwell *Notary Public*

Commission expires Oct 29, 1969

INSTALLMENT DEED

FROM

ROHRBACH & HILL, INC.

TO

HIKIWA CORPORATION

A 43368

IDENTIF. REFERENCE

JUN 5 3 04 PM '69.

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

GUARANTY TITLE

Office of

CHICAGO TITLE INSURANCE COMPANY

American Trust Building

S. W. Cor. Third & Union

NASHVILLE, TENNESSEE