This instrument was prepared by:
William O. Lee
American Trust Building
Nashville, Tennessee

Installment Deed

BOOK 4361 PAGE 858

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Arcade Company, Inc.	Arcade Company, Inc.	MAP 93-2-3
(NAME): Same	(NAME): 41 Arcade	3½ PAR 60
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS) Nashville Tenn.	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	T.P.

FOR AND IN CONSIDERATION of the sum of One Hundred Fifty Thousand and No/100 ---------- ($150,000.00) ---------- *Dollars,*

of which Thirty Thousand and No/100 ---------- ($30,000.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder One Hundred Twenty Thousand and No/100 ---------- ($120,000.00) ---------- *Dollars,*

Arcade Company, Inc.

has executed

one note of even date herewith in the principal sum of $120,000.00, payable to the order of the Grantors herein, in six annual installments of $20,000.00 each, the first installment falling due one year from date and the others annually thereafter, with interest from date on the unpaid balance at the rate of 7% per annum,

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, we, Pauline Prentiss Nelson, John O. Keim, Jr., Margaret N. Williams, Mary N. Ream, Ellen S. Coe, C. Nelson Smith, Jr., Helen Appold Nestor, Commerce Union Bank, Trustee for Mrs. Charles Nelson, Third National Bank, Trustee for Logan Eisele, Jr. under will of William Nelson, deceased, Third National Bank, Trustee for Sarah Nestor Stetner, Charles William Nestor, Louise Nestor Howlett and Suzanne Vandersyde by agreements of record in book 897, page 416, book 1905, pages 37 and 41 and book 2031, page 300, Register's Office for Davidson County, Tennessee, and William D. Edwards and Henry J. Mohrman, Trustees under will of Louise Smith Edwards, deceased, have this day bargained and sold, and do hereby transfer and convey unto the said Arcade Company, Inc., a Tennessee corporation, its successors and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being part of lot No. 64 on the plan of the Original Town of Nashville, described as follows:
Beginning in the western margin of 4th Avenue North at the southeast corner of said lot, and running northwardly, with said Avenue, 26 feet and 8 inches, more or less, to the southeast corner of a part of said lot No. 64 conveyed to Mrs. Julia N. More by William Nichol by deed in book 58, page 303, Register's Office for said County; thence at right angles to said Avenue, westwardly 170 feet, more or less, to Overton Alley; thence southwardly, with said alley, 26 feet and 8 inches, more or less, to the southern line of said lot No. 64; and thence eastwardly 170 feet, more or less, with the dividing line between lots Nos. 64 and 65 to the beginning corner.
Property, including premises, was devised to "Polly" Prentiss Nelson (Mrs. Charles Nelson) by will of Charles Nelson, deceased, of record in Will Book 61, page 275, County Court for said County, Commerce Union Bank, Trustee, by instrument of record in book 3792, page 966, Register's Office for said County, John O. Keim, Jr. and Third National Bank, Trustee for Logan Eisele, Jr. by will of William Nelson, deceased, of

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $150,000.

Subscribed and sworn to before me, this the 29th day of August 1969

Affiant

My commission expires: (Seal)

Notary Public

A. Gentry Deputy Register

record in Will Book 43, page 318, County Court for said County, Margaret N. Williams, Mary N. Ream, Ellen S. Coe and C. Nelson Smith, Jr. by will of Louisa Nelson, deceased, of record in Will Book 39, page 332, County Court for said County, Trustees under certain agreements as referred to under the will of Louise Smith Edwards, deceased, of record in Will Book 89, page 234, Probate Court for said County, Helen Appold Nestor and Third National Bank, Trustee for Louise Nestor Howlett, Suzanne Vandersyde, Charles William Nestor and Sarah Nestor Stetner by agreement of record in book 897, page 416, as amended by instruments of record in book 1905, pages 37 and 41 and book 2031, page 300, Register's Office for said County.

A 52702

IDENTIF. REFERENCE

SEP 2 3 16 PM '69

FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TENN.

SEP-29	CONV	90,000.00			
SEP-29	CONV	60,000.00			
SEP-29	MORT'G	90,000.00			
SEP-29	MORT'G	30,000.00			
SEP-29	S'TAX		A*	390.00	
SEP-29	S'TAX		A*	118.00	
SEP-29	PR'FEE		A*	.50	
SEP-29	W'DEED		A*	7.50	* 516.00

This is (unimproved) (improved) (X) property, known as 223-4th Avenue North (House Number) (Street) Nashville, Tennessee (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 Arcade Company, Inc., its *(successors), heirs and assigns forever.* Grantors *covenant that* they 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.*, except for taxes for the year 1969 which are prorated and assumed by grantee.

William D. Edwards and Henry J. Mohrman, Trustees, and Commerce Union Bank, Trustee and Third National Bank, Trustee, warrant the title as fully as they are authorized to do as Trustees, but no further or otherwise, and all Grantors except the Trustees

further covenant and bind themselves, their successors *heirs and representatives, to warrant and forever defend the title to said real estate to said* Arcade Company, Inc., its *(successors), 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 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 Arcade Company, Inc. *hereinafter referred to as trustors, hereby transfer and convey unto* L. R. Grimes, Jr. *, 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 $....., 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 Register's 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.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 5TH / 1ST day of August, 1969.

John O. Kelm, Jr.

Margaret N. Williams

Mary N. Ream

Ellen S. Coe

C. Nelson Smith, Jr.

Helen Appold Nestor

By Attorney in Fact

Pauline Prentiss Nelson

COMMERCE UNION BANK, Trustee

By VICE PRESIDENT AND TRUST OFFICER

THIRD NATIONAL BANK, Trustee

By Trust Officer

William D. Edwards, Trustee

Henry J. Mohrman, Trustee

ARCADE COMPANY, INC.

By

STATE OF TENNESSEE
COUNTY OF DAVIDSON

D. N. Burns, Asst. Sec.

Personally appeared before me, Carlene Fann, a Notary Public in and for said County and State, Pauline Prentiss Nelson

the within named bargainor....., with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 5th day of August, 1969.

Carlene Fann, Notary Public

Commission expires May 10, 1972

STATE OF MISSOURI
CITY OF ST. LOUIS
~~COUNTY~~

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Personally appeared before me, Dorothy V. Bass, *a Notary Public in and for said County and State,* William D. Edwards and Henry J. Mohrman,

the within named bargainor s, with whom I am personally acquainted, and who acknowledged that they, as Trustees, *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at St. Louis, Missouri
this 4th *day of* August, *19* 69.

My Commission Expires Sept. 21, 1971

Dorothy V. Bass *Notary Public*

Commission expires

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Earline Fann, *a Notary Public of the State and County aforesaid, personally appeared* W. A. BYRN, JR.
with whom I am personally acquainted, and who, upon oath, acknowledged him self VICE PRESIDENT AND TRUST OFFICER *of the* Commerce Union Bank
the within named bargainor, a corporation, and that he as such VICE PRESIDENT AND TRUST OFFICER
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 AND TRUST OFFICER

as Trustee

Witness my hand and seal, at office in Nashville, Tennessee
this 4 *day of* August, *19* 69.

Earline Fann *Notary Public*

Commission expires May 10, 1972

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, [illegible], a Notary Public of the State and County aforesaid, personally appeared D. F. Phillips, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Trust Officer of the Third National Bank, the within named bargainor, as Trustee, a corporation, and that he as such Trust Officer, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Trust Officer.

Witness my hand and seal, at office in Nashville, Tennessee, this [illegible] day of [illegible], 1969.

[illegible]
Notary Public

Commission expires 7/1/73

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Earline Fann, a Notary Public of the State and County aforesaid, personally appeared Walter Stokes, Jr. with whom I am personally acquainted, and who, upon oath, acknowledged himself to be President of the Arcade Company, Inc., 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 himself as President.

Witness my hand and seal, at office in Nashville, Tennessee, this 29th day of August, 1969.

Earline Fann
Notary Public

Commission expires May 10, 1972

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this 28th day of August, 1969, before me personally appeared L. S. Williams, to me known to be the person who executed the foregoing instrument in behalf of John O. Keim, Jr., Margaret N. Williams, Mary N. Ream, Ellen S. Coe, C. Nelson Smith, Jr. and Helen Appold Nestor, and acknowledged that he executed the same as the free act and deed of the said John O. Keim, Jr., Margaret N. Williams, Mary N. Ream, Ellen S. Coe, C. Nelson Smith, Jr. and Helen Appold Nestor.

Witness my hand and official seal at office in Nashville, Tennessee, on this the day and date aforesaid.

Earline Fann
Notary Public

Commission expires May 10, 1972