Address New Owner as Follows:	Send Tax Bills To:	Map-Parcel Number
Charles T. Levering 1406 Dickerson Road Nashville, Tennessee	Same as new owner	12DA-23355 & 23350

Map. 71-11
Gofac. 8
pw

For and in consideration of the sum of TWO HUNDRED TEN THOUSAND AND NO/100 DOLLARS, (of which total sum of $160,000.00 is in consideration of the conveyance of the hereinafter described real estate) and the remainder in the sum of $50,000.00, is in consideration of the sale and transfer of the hereinafter described personal property: And of which sum $40,002.03 has been paid in cash by CHARLES T. LEVERING AND WIFE, N. JEAN LEVERING, the receipt of which is hereby acknowledged; and for a part of the remainder in the sum of $30,797.97, the said Charles T. Levering and wife, N. Jean Levering have assumed and agree to pay said sum, the remaining balance of an indebtedness in the original sum of $75,000.00, as shown by a deed of trust of record in Book 3541, page 218, Register's Office for Davidson County, Tennessee; and for the remaining balance of said consideration in the principal sum of $139,200.00, the said Charles T. Levering and wife, N. Jean Levering have executed their joint promissory note of even date herewith in the principal sum of $139,200.00, payable to the order of J.E. Baird, Jr., as follows: On the 15th day of October, 1969, the sum of TWO HUNDRED AND NO/100 DOLLARS, and thereafter a like amount on the 15th day of each succeeding month until first mortgage has been retired. Interest at the rate of 7-1/2% per annum on said principal sum, or so much as remains unpaid from time to time, shall be payable monthly with the first interest paying date being October 15, 1969, and monthly thereafter until both principal and interest is paid in full. On or before July 1, 1970, a payment in the principal sum of FIVE THOUSAND AND NO/100 DOLLARS ($5,000.00) shall be paid by makers of note. At such time as the First Mortgage is retired, payments will begin on the 15th day of the month following, in the sum of ONE THOUSAND NINE HUNDRED THIRTY TWO AND 84/100 DOLLARS ($1,932.84) and a like amount on the 15th day thereafter of each succeeding month until paid in full. Said payments include both principal and interest at the rate of 7-1/2% per annum, and are to be applied first to the payment of said interest and the remainder to principal, with the final payment due on or before September 15, 1979.

Privilege is reserved to makers of paying additional payments or paying entire indebtedness at any time without paying additional accrued interest or penalty.

And said note provides for payment of attorneys's fees and to secure the payment of said indebtedness, principal, interest and attorney's fees, a lien is expressly retained on the land hereinafter conveyed and security interest is expressly retained (and given by the Grantees hereinunder) in the personal property herein sold and transferred.

We, J.E. BAIRD, JR., AND WIFE, TRULA BAIRD, have bargained, sold and do hereby transfer and convey unto the said CHARLES T. LEVERING and wife, N. JEAN LEVERING, their heirs and assigns, certain real estate in Davidson County, Tennessee, described as follows:

Being part of Lot 8, all of Lots 9 to 16, inclusive, of Block "C" on the Map of Eastview Subdivision, as of record in Book 547, page 64, Register's Office for said County, and described according to a survey made by T.R. Sanford, on January 6, 1956, as follows:
BEGINNING at an iron pin at the southwest corner of the Dickerson Pike and Fern Avenue; thence along the west margin of Dickerson Pike, South 17° 30' West 303 feet to a point, which is located 20 feet north of the common corner of Lots 7 and 8; thence South 76° 45' West across Lot 8, 356 feet to an iron pin in the line between Lots 8 and 17; thence along the line between Lots 8 and 17, North 9° 45' East 20.5 feet to the corner of Lots 16 and 17; thence easterly with the line between said lots, 169.8 feet to a post in the east margin of Elmhurst Avenue; thence along the margin of said Avenue, and with a fence, North 9° 45' East 215 feet to a post at the southeast corner of said Avenue and Fern Avenue; thence along the southerly margin of Fern Avenue and along a fence, South 87° 10' East 278 feet, and South 81° 15' East 290 feet to the beginning.
Being part of the property conveyed to J.E. Baird, Jr., by deed

PREPARED BY
C. H. BRILEY, JR., ATTORNEY
320 UNION STREET
NASHVILLE, TENNESSEE 37219

from Dickerson Co., Inc., as of record in Book 3504, page 75, and by deed from F. Pierce McHenry, in Book 3981, page 676, both of record in the said Register's Office.

This is improved property located at 1406 Dickerson Road, Nashville, Tennessee.

TOGETHER with the personal property substantially described as follows:

OFFICE & LOBBY

1 Wood desk
1 Coffee Maker
3 Chairs
1 Settee
2 End tables
3 Lamps
1 Metal table
1 Hassock
2 Small Tables
2 File cabinets (4 drawer)
1 Sec. chair
1 R.C. Allen Cash Register
1 Burroughs Adding Machine
1 small desk
1 small lamp
1 small safe
1 Postal scales
1 Scooter
1 Ice Machine
1 Riding Lawn Mower
2 Push Type Lawn power mowers
A quantity of Lawn furniture, tables, chairs, etc.
1 8' Step-ladder

#1 STORAGE ROOM

A quantity of miscellaneous items and junk

LINEN & SUPPLY ROOM

A Quantity of linen, sheets, pillowcases, towels, blankets, cleaning supplies, etc. (in sufficent quantity for operation of motel.)
1 small desk
1 Sec. chair
2 Hoover Cleaners
2 Boxes Drapery Material
~~4 Laundry carts~~
A quantity of extra pillows, blankets, etc. draperies for all windows (shop - rooms)
1 Podiom
1 Electric Iron and board
1 Drain cleaner
1 3-gal. Spray (portable)

STOREROOM #2

A quantity of chairs, tables, baby beds, cleaners, black board, luggage racks, etc.

STOREROOM #3

4 Roll-away beds
1 Baby bed
6 chairs
4 Automatic Badger Fire Extinguishers
12 folding chairs

ROOMS

74 Beds (complete)
46 T.V. Sets

SEP 12 88	CONV	90,000.00			
SEP 12 88	CONV	70,000.00			
SEP 12 88	MORT'G	90,000.00			
SEP 12 88	MORT'G	49,200.00			
SEP 12 88	ST'TAX		A*	416.00	
SEP 12 88	ST'TAX		A*	137.20	
SEP 12 88	PR'FEE		A*	.50	
SEP 12 88	W'DEED		A*	6.00	* 559.70

128 Chairs
43 Dressers
88 Lamps
50 Luggage racks
44 Air Conditioners
45 Night tables
5 Settees

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 O.O. MANNERS, 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 than 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:

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 10th day of September, 1969.

J.E. Baird, Jr.

Charles T. Levering

Trula Baird

N. Jean Levering

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named J.E. BAIRD, JR., AND WIFE, TRULA BAIRD, AND CHARLES T. LEVERING AND WIFE, N. JEAN LEVERING, 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 10th day of September, 1969.

Notary Public

My Commission Expires:

May 15, 1973

A 53883
IDENTIF. REFERENCE
SEP 12 3 36 PM '69
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

The actual consideration for this transfer or value of property (whichever is greater) is $ 160,000.00. This is equal to or greater than the property would bring at a fair and voluntary sale.

Sworn to and subscribed before me this 10th day of September, 1969

My commission expires May 15, 1973