Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
CENTRAL PARKING SYSTEM, INC.	Central Parking System, Inc.	MAP 93-2
(NAME:) 514-516 Third Avenue North	(NAME:) 413 4th Avenue North	PAR. 42
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee	(STREET ADDRESS) Nashville, Tennessee	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Forty Nine Thousand Five Hundred and no/100 ----------($49,500.00) ---------- *Dollars,*

of which Twenty Thousand and no/100 ----------($20,000.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Twenty Nine Thousand Five Hundred ----------($29,500.00) ---------- *Dollars,*

CENTRAL PARKING SYSTEM, INC. *has executed*

its promissory note of even date herewith in the amount of $29,500.00 payable to the order of Ira L. Mendell and wife, Peggy Mendell, in three annual installments, the first one being in the amount of $9,833.33 due October 9, 1970; the second for $9,833.33 due October 9, 1971; and the third for $9,833.34 due October 9, 1972, plus interest at the rate of 7% per annum payable semi-annually,

This Instrument Was Prepared By
Dewey W. Pedigo (mc)
Of The Law Firm Pedigo & Saindon
Stahlman Building: Nashville, Tennessee

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, Ira L. Mendell and wife, Peggy Mendell,

have this day bargained and sold, and do hereby transfer and convey unto the said CENTRAL PARKING SYSTEM, INC., a Tennessee corporation, its *(successors), heirs and assigns,*

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

Being part of lot No. 20 on the plan of the Original Town of Nashville, not of record, described as follows:
Beginning on the easterly margin of Third Avenue North, formerly College Street, as widened, at the northwest corner of the property conveyed to R. H. Barry, Trustee, by deed from W. Warne of record in book 26, page 321, Register's Office for said County; thence with the easterly margin of Third Avenue North, as widened, northwardly 60 feet to the southwest corner of the property conveyed to W. Gilliam by deed from E. B. Bigley, of record in book 14, page 512, said Register's Office; thence with the southerly line of said Gilliam property, eastwardly 118-1/2 feet, more or less, to the westerly margin of an alley; thence with said alley, southwardly 60 feet to the northeast corner of said Barry property; thence with the northerly line of same, westwardly 118-1/2 feet, more or less, to the beginning.
Being the same property conveyed to Ira L. Mendel, by deed from Ben L. Loventhal and wife, et al, of record in book 2956, page 563, Register's Office for said County, and by deed from First American National Bank of Nashville, of record in book 3344, page 110, said Register's Office, and by Will of Morris Lebeck, deceased, of record in the Surrogate's Court for the County of New York, a certified copy of which is of record in book 3407, page 608,

The said Ira L. Mendel and Ira L. Mendell are one and the same person.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater for this transfer is 49,500.00

Subscribed and sworn to before me, this the 17th day of October 1969

D. F. Phillips
Affiant

My commission expires: May 10, 1972
(Affix Seal)

Earline Frann
Notary Public

DAVIDSON COUNTY

OCT 17 '85	CONV	49,500.00			
OCT 17 '85	MORT'G	29,500.00			
OCT 17 '85	S'TAX		A*	128.70	
OCT 17 '85	S'TAX		A*	27.50	
OCT 17 '85	PR'FEE		A*	.50	
OCT 17 '85	W'DEED		A*	6.00	* 162.70

This is unimproved ( ) improved (X) property, known as 514-516 Third Avenue North, Nashville, Tennessee
(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 Central Parking System, Inc., its *(successors), 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 said real estate to said* Central Parking System, 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 Central Parking System, Inc. *hereinafter referred to as trustors, hereby transfer and convey unto* D. F. Phillips, *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.

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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 9th *day of* October, *19* 69

Ira L. Mendell

Peggy Mendell

CENTRAL PARKING SYSTEM, INC.

By: Monroe Carell, Jr.
President.

ATTEST:

By _____
Secretary

STATE OF ~~TENNESSEE~~ New York
COUNTY OF ~~DAVIDSON~~ New York

Personally appeared before me, ANN M. EMERSON, *a Notary Public in and for said County and State,* Ira L. Mendell and wife, Peggy Mendell.

the within named bargainor~~s~~, 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~~ New York, New York, *Tennessee, this* 14th *day of* October, *19* 69

Ann M Emerson
Notary Public

Commission expires March 30, 1971

ANN M. EMERSON
Notary Public, State of New York
No. 31-1112665
Qualified in New York County
Commission Expires March 30, 1971

A 57883

STATE OF .....

COUNTY OF .....

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IDENTIF. REFERENCE

Personally appeared before me, ...*, a Notary Public in and for said County and State,* .....

OCT 17 3 37 PM '69

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

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

Witness my hand and official seal at.....,
this.....day of....., 19.....

.....*Notary Public*

Commission expires.....

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, Earline Fann,

a Notary Public in and for the County and State aforesaid, personally appeared Monroe Carell, Jr.

and Robert F. Dennis, to me personally known,

and who upon oath acknowledged themselves to be

President and Secretary,

respectively of Central Parking System Inc the within named

bargainor, and being authorized so to do, that they

executed the foregoing instrument for the purposes

therein contained by signing the name of the Corporation by Monroe Carell, Jr. as such President,

and by attesting the same and affixing the corporate seal

by Robert F. Dennis as such Secretary.

WITNESS my hand and official seal at the office in Nashville, Tennessee, this the 17th day of October, 1969.

Earline Fann
Notary Public

My Commission Expires:

May 10, 1972

Return to Third.

INSTA

Ira L. Mc

Central P

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