Installment Deed

BOOK 4463 PAGE 462

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Mrs. Wilma Cortner	Mrs. Karen M. West	Map. 104-16
(NAME:) 1702 Ashwood Avenue	(NAME:) 4112 North 25th Place	Par. 98
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee	(STREET ADDRESS) Arlington, Virginia 22207	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	pd

FOR AND IN CONSIDERATION of the sum of ELEVEN THOUSAND and 00/100 (11,000.00)---------- *Dollars,*

of which One Hundred Sixty (160.00)---------- ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder of Ten Thousand Eight Hundred Forty and 00/100 (10,840.00)------ *Dollars,*

ha executed a promissory note of even date herewith, with interest at the rate of 8-1/2 per cent per annum, payable to the order of Karen M. West. Said note is payable in 84 monthly installments; the first 83 installments to be in the amount of $160.00 each, and the 84th, and final, payment to be for the entire unpaid principal balance, plus interest to date. Said monthly payments as made shall be applied first to interest to date, taxes, insurance, and balance to principal;

(THIS INSTRUMENT PREPARED BY:
O. B. Hofstetter, Jr., Attorney
Nashville, Tennessee 37201)

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, I, KAREN M. WEST, a widow,

have this day bargained and sold, and do hereby transfer and convey unto the said WILMA CORTNER, a widow, her

(successors), heirs and assigns,

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

Being the western 50 feet of Lot No. 147, on the Belmont Company's Plan of lots, called "Belmont Heights," as of record in Book No. 421, page 34, of the Register's Office for said County.

The said part of Lot No. 147 is particularly described as beginning at a point in the north margin of Ashwood Avenue, which point is 50 feet easterly from the joint line between Lots Nos. 147 and 148 of said plan; running thence, northwardly, parallel with the line between Lots 147 and 148, about 150 feet to an alley; thence, with the west margin of said alley, to a point in the north margin of another alley running parallel to Ashwood Avenue; thence, westerly, with the north margin of this last named alley, 25.7 feet to the line between Lots Nos. 147 and 148, thence southwardly, with the line between Lots 147 and 148, 175 feet to the north margin of Ashwood Avenue; thence eastwardly with the north margin of Ashwood Avenue, 50 feet to the beginning.

Being the same property conveyed to Karen M. West by deed from W. N. Murray, Sr., of record in Book 3249, page 289, said Register's Office.

STATE OF VIRGINIA
COUNTY OF ARLINGTON

The actual consideration or value whichever is greater, for this transfer is $11,000.00

Subscribed and sworn to before me, this the 1st day of September, 1970.

Karen M West
Affiant

My commission expires: March 20, 1972 (Affix Seal)

Notary Public

In the event Grantee ceases to reside on said property, or conveys her equity therein to any third person, Grantor shall have the right to declare the entire unpaid balance of said note then due and payable.

unimproved ( )
This is improved (X) property, known as 1702 Ashwood Avenue, Nashville, Tennessee 37212
(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 Wilma Cortner, her *(successors), heirs and assigns forever.* I *covenant that* I am *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 deed of trust of record in Book 2079, page 273, Register's Office for Davidson County, Tennessee; which Grantor agrees to pay, and on her failure, Grantee may make necessary payments and credit same against deferred payment due hereunder.

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Wilma Cortner, her *(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 Wilma Cortner, a widow, *hereinafter referred to as trustors, hereby transfer and convey unto* O. B. Hofstetter, 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 $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 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 1st *day of* September, *19*70

Karen M West

Nina Cortney

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, [illegible], *a Notary Public in and for said County and State,* [illegible]

the within named 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 [illegible] *Tennessee, this* 30 *day of* [illegible], *19*7[illegible]

[illegible] *Notary Public*

Commission expires [illegible]

NOTARY PUBLIC DAVIDSON COUNTY

STATE OF VIRGINIA
COUNTY OF ARLINGTON

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Personally appeared before me, Alvin O. West *, a Notary Public in and for said County and State,* KAREN M. WEST, a widow,

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 Arlington, Virginia
this 1st *day of* September, *1970.*

Alvin O. West *Notary Public*

Commission expires March 20, 1972.

ALVIN O. WEST NOTARY PUBLIC

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

Witness my hand and seal, at office in ....., *this* .....*day of* ....., *19*.....

.....*Notary Public*

Commission expires .....

NOV 30 70 CONV 11,000.00
NOV 30 70 MORT'G 10,840.00
NOV 30 70 S'TAX A* 28.60
NOV 30 70 S'TAX A* 8.80
NOV 30 70 PR'FEE A* .50
NOV 30 70 W'DEED A* 6.00 * 43.90

INSTALLMENT DEED

FROM
Karen M. West

TO
Wilma Cortner

97824

IDENTIF. REFERENCE

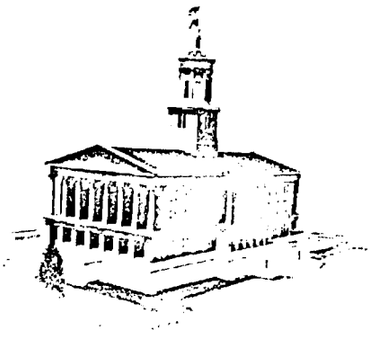
Nov 30 3 33 PH '70

FELIX A. NILSON JR REGISTER
DAVIDSON COUNTY, TENN.

Compliments of
GUARANTY TITLE
Office of
CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

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State of Tennessee



CERTIFICATE

The undersigned, as Secretary of State of the State of Tennessee, hereby certifies that the attached document was received for filing on behalf of EXQUISITE, INCORPORATED _____, *was duly executed in accordance with*
(Name of Corporation)
the Tennessee General Corporation Act, was found to conform to law and was filed by the undersigned, as Secretary of State, on the date noted on the document.

THEREFORE, the undersigned, as Secretary of State, and by virtue of the authority vested in him by law, hereby issues this certificate and attaches hereto the document which was duly filed on November Twenty-fifth *1970*.



Secretary of State

BOOK 1403 PAGE 467

CHARTER OF

EXQUISITE, INCORPORATED

The undersigned natural persons, having capacity to contract and acting as the incorporators of a corporation under the Tennessee General Corporation Act, adopt the following charter for such corporation:

1. The name of the corporation is EXQUISITE, INCORPORATED.

2. The duration of the corporation shall be perpetual.

3. The address of the principal office of the corporation in the State of Tennessee shall be Seventh Floor, Third National Bank Building, Nashville, Tennessee 37219, in Davidson County.

4. The corporation is for profit.

5. The purposes for which the corporation is organized are:

The general merchandising business, including, among other things, the purchase and sale, at wholesale and retail, and otherwise dealing in and with precious, semi-precious and costume jewelry, metals and gemstones, or other materials, either natural or synthetic, as well as cosmetic materials, products and by-products, and kindred lines, all and singular; and to generally establish and otherwise own, operate and maintain a general merchandising business.

To manufacture, purchase or otherwise acquire, own, mortgage, hold, improve, pledge, sell, assign, lease and transfer, or otherwise dispose of, to invest, trade, deal in and deal with goods, wares and merchandise, and real and personal property of every class and description.

To enter into, make, perform and carry out contracts of every kind, with any person, firm, association, corporation, private, public and municipal or body politic, and with the Government

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of the United States, or any state, territory or colony thereof, or any foreign government.

To acquire, and pay for in cash, stocks and bonds of this corporation or otherwise, the good will, rights, assets and property of, and to lend money to, undertake or assume the whole or any part of the obligations or liabilities of, and otherwise assist any person, firm, association or corporation engaged in the same or similar business as this corporation.

To borrow or raise money without limit as to amount and to issue bonds, debentures, or obligations of this corporation from time to time, for any of the objects or purposes of this corporation, and to secure the same by mortgage, pledge, deed of trust, or otherwise.

To purchase, hold, sell and transfer the shares of its own capital stock and its own bonds, debentures, or other obligations secured or unsecured.

In general, to carry on any other similar business in connection with the foregoing, and to have and exercise all of the powers conferred by the laws of Tennessee upon corporations, and so far as permitted by law, to do any or all of the things hereinabove set forth to the same extent as natural persons might or could do.

6. The maximum number of shares of stock which the corporation shall have the authority to issue is one thousand (1,000) shares having no par value.

7. The corporation will not commence business until consideration of One Thousand Dollars ($1,000.00) has been received for the issuance of shares.

8. Pursuant to Section 1402(1) of the Act, the directors shall have the power to take any action which they are required or permitted to take by vote under Chapters 1 through 14 of the Act without a meeting , on written consent setting forth the action so taken and signed by all of the persons or entities entitled to vote thereon.

DATED November 18, 1970.

Incorporator

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