TENNESSEE TITLE COMPANY

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS:
Allright Nashville Parking, Inc. (NAME)	same as new owner (NAME)	W5-2905
924 J.C. Bradford Building (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Map 25-2-3 Pc 14-3
Nashville, Tennessee (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

INSTALLMENT DEED

FOR AND IN CONSIDERATION OF the sum of $112,500.00
ONE HUNDRED TWELVE THOUSAND FIVE HUNDRED AND NO/100---------- DOLLARS

of which $ 33,750.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees herein has executed its one promissory note of even date herewith, payable to C.H. Briley, Jr., and John C. Jeffords, Jr., for the sum of SEVENTY EIGHT THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS, ($78,750.00), payable in ten annual installments of SEVEN THOUSAND EIGHT HUNDRED SEVENTY FIVE AND NO/100 DOLLARS, ($7,875.00), each, beginning one year after date, with interest at the rate of seven per cent (7%) per annum, and the parties recognize that the sum of $22,500.00 of the cash portion of the consideration represents reimbursement to Buyer of a portion of Seller's expense in the demolition of said building.

PREPARED BY
C. H. BRILEY, JR., ATTORNEY
[illegible] UNION STREET
NASHVILLE, TENNESSEE 37219

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed.

WE, C.H. BRILEY, JR., and JOHN C. JEFFORDS, JR.,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

ALLRIGHT NASHVILLE PARKING, INC.

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being a part of Lot No. 41 on the Map of the Original Town of Nashville, not of record, and described according to a copy of a survey thereof made by James A. Hamilton, Jr., Engineers, dated March 10, 1970, as follows:

BEGINNING at the southwest intersection of Third Avenue North and Bank Alley, said point being 10.39 feet south from the original lot line between Lots Nos. 40 and 41 on said Plan, and being in the west margin of the sidewalk; thence along the south margin of Bank Alley, westerly 176.9 feet to a point which is 4.47 feet east of the common original line between Lots Nos. 41 and 53 of said plan, said point being in Printer's Alley; thence southerly along Printer's Alley, 32.85 feet to a point which is 4.07 feet east of the original lot line between Lots Nos. 41 and 53, being at a joint in a double brick wall, which at this point is 2.13 feet thick; thence along the center line of said double wall, and along the north line of the property that was conveyed to Dr. Robert S. Norman, et al, by deed of record in Book 2296, page 15, Register's Office for said County, easterly 177.22 feet to a point in the west margin of Third Avenue North in the center line of said double brick wall, which is at this point 2.09 feet thick; thence northerly with the margin of said Third Avenue North, 31.35 feet to the point of beginning.

Being the same property conveyed to C.H. Briley, Jr., as to a one-half undivided interest, by deed from Charles B. Whitworth, Jr., et al, as of record in Book 4400, page 588, said Register's Office; and to John C. Jeffords, Jr., as to a one-half undivided interest, by deed from John C. Jeffords, Sr., unmarried, as of record in Book 4438, page 667, said Register's Office.

APR-2[illegible]	CONV	90,000.00			
APR-2[illegible]	CONV	22,500.00			
APR-2[illegible]	MORT'G	78,750.00			
APR-2[illegible]	S'TAX		A*	292.50	
APR-2[illegible]	S'TAX		A*	76.70	
APR-2[illegible]	PR'FEE		A*	.50	
APR-2[illegible]	W'DEED		A*	4.50	* 374.20

This is improved ( )
unimproved ( ) property known as 215 (House Number) Third Avenue North (Street) Nashville, Tennessee (P. O. Address) (City or Town) (Postal Zone)

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 convenant 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 L.D. Richards 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 xinsurable value 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 then 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 1st day of April 19 71

C.H. Briley, Jr.

John C. Jeffords, Jr.

ALLRIGHT NASHVILLE PARKING, INC.

By: Jesse Lashley
Vice President

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $ 112,500.00

Affiant Jesse Lashley

Subscribed and sworn to before me, this the 1st day of April 19 71

My commission expires April 24, 1974 (Affix Seal)

Notary Public L. D. Richards

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me L. D. Richards, a Notary Public in and for said County and State, the within named C. H. Briley, Jr., and John C. Jeffords, Jr. the 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, Tennessee this 1st day of April, 19 71

Commission Expires April 24, 1974 L. D. Richards, Notary Public.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, L. D. Richards, a Notary Public of the State and County aforesaid, personally appeared Jesse Lashley, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Vice President of the ALLRIGHT NASHVILLE PARKING, 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 1st day of April, 19 71

Commission Expires April 24, 1974 L. D. Richards, Notary Public

INSTALLMENT DEED
G-218646-jmn
FROM
C.H. BRILEY, JR., ET AL.
TO
ALLRIGHT NASHVILLE PARKING, INC.

B 0 9 6 7 4

IDENTIF. REFERENCE

APR 2 10 17 AM '71

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

REGISTERS OFFICE
PLEASE FILE IN ... TITLE CO. BOX

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TENNESSEE TITLE COMPANY
NASHVILLE, TENNESSEE
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FORM NO. 1085 - REVISED

TENNESSEE TITLE COMPANY