This instrument prepared by
Harry Chatfield, Atty
931 Stahlman Bldg
Nashville, Tennessee

Mar. 12-11
Pd. 26.50
Pd

INSTALLMENT DEED

BOOK 4563 PAGE 694

For and in Consideration of the sum of SEVEN HUNDRED THOUSAND ----------

----------($700,000.00)---------- Dollars,

of which -----One hundred twenty thousand----($120,000.00)-------- Dollars,

has been paid in cash by David Pollack, Trustee

the receipt of which is hereby acknowledged, and for the remainder Five hundred eighty

thousand----------($580,000.00)---------- Dollars,

the said David Pollack, Trustee has

this day executed his promissory note payable to Goodlettsville Plaza Shopping Center, Inc. in the principal sum of $580,000.00 and payable $150,000.00 two years from date hereof, $150,000.00 four years from date hereof and $280,000.00 six years from date hereof; said note bearing interest at the rate of 7½ percent per annum, which said interest shall be payable every six months on the unpaid principal balance from time to time,

The holder of the indebtedness secured by this instrument has agreed to release portions of the property subject to the lien hereof upon the payment of stipulated amounts as provided in contract for sale of Real Estate between Grantor and Grantee dated September 2, 1971, the provisions of which are incorporated herein by reference.

all of said notes bearing ~~six~~ 7½ per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, Goodlettsville Plaza Shopping Center, Inc.

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have this day bargained and sold, and do hereby transfer and convey unto the said

David Pollack Trustee, his successors in trust, heirs and assigns,

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

This is { unimproved ( ) improved ( ) } property, know as _____ (House Number) (Street) P. O. Address: (City or Town) (Zip Code)

RECORDER'S MEMO
Legibility of Writing, Typing or Printing In This Document Unsatisfactory When Received,

Land lying in the 11th Civil District of Davidson County, Tennessee, described according to a survey made by W. R. Seigenthaler and Company, dated January 26, 1970, as follows:

BEGINNING at a point in the north boundary of The Western District of the Lutheran Church-Missouri Synod property, as described in Book 2633, page 619, Register's Office for Davidson County, Tennessee; said point being 150 feet east of the east margin of Bonnie Road; thence North 3° 03' East 210 feet to a concrete monument; thence North 8° 41' 47" East 499.87 feet to an iron pin, the southeast corner of the Ross Taggart property, as of record in Book 3433, page 410, Register's Office; thence with Taggart's east line North 3° 36' East 205.38 feet to an iron pin, Taggart's northeast corner and the southeast corner of a lot owned by Howard Bachman, et ux, as of record in Book 3979, page 740, R. O. D.C.; thence with Bachman's east line, North 13° 50' East 195.16 feet to an iron pin, Bachman's northeast corner and the southeast corner of a lot owned by Loyd Pate, et ux, as of record in Book 3158, page 429, R. O. D. C.; thence with Pate's east line, North 14° 6' West 215.00 feet to an iron pin, Pate's northeast corner and the southeast corner of a lot owned by Elmer R. Robinson, Jr., et ux as of record in Book 4067, page 661, R. O. D. C.; thence with Robinson's east line, North 11° 45' East 169.01 feet to an iron pin, Robinson's northeast corner; thence with Robinson's north line westwardly around a 7.393 degree curve to the left, 109.34 feet to an iron pin; thence North 86° 20' West 55.00 feet to an iron pin; thence southwestwardly around a 229.18 degree curve to the left 16.09 feet to an iron pin; thence North 3° 40' East 30.0 feet to an iron pin, the southwest corner of a 25 feet wide strip of land as shown on the Plan of Madison Meade, Section One, as of record in Book 2854, page 2, R. O. D. C.; thence South 86° 20' East 70.00 feet to an iron pin; thence eastwardly around a 7.162 degree curve to the right 67.95 feet to an iron pin, the southeast corner of said 25 feet wide strip of land; thence North 8° 32' East 208.64 feet to a concrete monument, the northeast corner of Lot No. 100 on said Plan of Madison Meade, Section One; thence North 56° 40' East 111.74 feet to a concrete monument, the east corner of Lot No. 101 on said Madison Meade, Section One; thence with the east line of Lots Nos. 101, 102 and 103, North 3° 30' East 404.22 feet to a concrete monument, the southeast corner of Lot No. 104 on said Plan of Madison Meade, Section One; thence with the east line of Lots Nos. 104 and 105, North 12° 15' West 183.70 feet to a concrete monument in the east line of Lot No. 105 and the southwest corner of Lot No. 95 on the Plan of Madison Meade, Section Two, as of record in Book 3700, page 107, R. O. D. C; thence with the southeast line of said Lot No. 95, North 53° 40' East 272.16 feet to the center line of Homewood Drive; thence with the center line of Homewood Drive, South 36° 20' East 60.00 feet to a point; thence North 53° 40' East 283.54 feet to a concrete monument in the southeast line of Lot No. 71 on said Plan of Madison Meade, Section Two; thence North 32° 45' East 356.72 feet to a concrete monument, the southwest corner of Lot No. 74 on said plan of Madison Meade, Section Two; thence with the south line of Lot No. 74, South 87° 0' East 237.14 feet to the center line of Grayland Drive; thence with the center line of Grayland Drive, South 3° 7' West 47.00 feet to a point; thence South 86° 53' East 203.00 feet to a concrete monument, the southeast corner of Lot No. 151 on the Plan of said Madison Meade, Section Two; thence with the east line of Lot No. 151, North 3° 8' East 250.00 feet to the center line of Nesbitt Lane; thence with the center line of Nesbitt Lane, South 86° 56' East 45.00 feet to a point; thence with the east line of Lot No. 136, North 3° 4' East 205.00 feet to a concrete monument, the northeast corner of Lot No. 136; thence North 51° 28' East 113.40 feet to a concrete monument, the eastmost corner of Lot No. 137 on said Plan of Madison Meade, Section Two; thence North 45° 36' West 113.40 feet to a concrete monument, the southeast corner of Parcel "A" Reserved on said Plan of Madison Meade, Section Two; thence with the east line of said Parcel "A", North 3° 9' East 180.00 feet to a concrete monument in the south margin of Campbell Road; being also the northeast corner of said Parcel "A ; thence with the south margin of Campbell Road, South 86° 43' East 1,297.68 feet to an iron pin; thence with the south margin of Arequ Road, South 86° 26' East 613.00 feet to a concrete monument, the northeast corner of the herein described property; thence South 2° 56' 30" West 523.54 feet to an iron pin on the south margin of Nesbitt Lane, being also the northwest corner of the Joe E. Womack property of record in Book 1290, page 317, R. O. D. C.; and the northeast corner of H. C. Young et ux property, of record in Book 2644, page 235, R. O. D. C.; thence with Young's north line, North 85° 31' West 32.81 feet to an iron pin; thence westwardly around a 2.3395 degree curve to the left 178.10 feet to an iron pin; thence North 89° 41' West 182.55 feet to an iron pin; thence westwardly around a 1.3538 degree curve to the right 225.28 feet to an iron pin; thence North 86° 38' West 180.23 feet to an iron pin in Young's north line; thence southwestwardly around a 286.48 degree curve to the left 31.33 feet to an iron pin in Young's west line; thence with Young's west line; South 3° 37' West 915.29 feet to an iron pin, Young's southwest corner and being in the north line of Joe E. Womack's property of record in Book 1290, page 317, R. O. D. C.; thence with Womack's north line, North 86° 52' 30" West 1,081.66 feet to a concrete monument, Joe E. Womack's northwest corner; thence with Womack's west line, South 2° 34' 30" West 351.90 feet to an iron pin, Womack's southwest corner; thence South 3° 31' 30" West 373.84 feet to a concrete monument, the northwest corner of Lot No. 4-A on the Re-Subdivision of Lot 4 of the Geo Lands; thence with the west

line of said Lot No. 4-A, South 3° 38' West 353.78 feet to a [illegible] in the south margin of Williams Avenue; and being the northwest corner of Lot No. 6 on the Plan of Gridiron Heights, Book 2330, page 37, R. O. D. C.; thence with the west line of lots 6, 7, 8, 9 and 10 of said Gridiron Heights, South 3° 58' West 807.63 feet to a concrete monument in the north margin of Pima Road and being the southwest corner of Lot No. 10 on said Plan of Gridiron Heights; thence with the north margin of Pima Road, North 88° 29' West 32.00 feet to an iron pin in the west margin of Gray Avenue thence with the west margin of Gray Avenue, South 3° 43' West 689.80 feet to an iron pin in the north margin of Old Hickory Boulevard; thence with the north margin of Old Hickory Boulevard, North 89° 50' West 341.07 feet to an iron pin; thence westwardly around a 0.9957 degree curve to the left 428.49 feet to an iron pin; thence South 85° 54' West 173.47 feet to an iron pin, the southeast corner of The Western District of the Lutheran Church-Missouri Synod Property, of record in Book 2633, page 619, R. O. D. C.; thence leaving the north margin of Old Hickory Boulevard, and running with the east line of the Lutheran Church Property North 5° 59' West 315.17 feet to an iron pin; thence North 85° 26' West 39.15 feet to an iron pin; thence continuing with the east line of the Church property, North 33° 36' West 131.43 feet to the northeast corner of said Church property; thence with the north line of said Church property, North 86° 18' 30" West 43.38 feet to the point of beginning, and containing 126.83 Acres, more or less.

BOOK 4563 PAGE 696

INCLUDED in the above description, but EXCLUDED from this conveyance is the following property:

Described according to a survey made by W. R. Seigenthaler and Company, dated January 26, 1970, as follows:

BEGINNING at an iron pin located North 81° 02' 45" West 382 feet from the west margin of Gray Avenue; thence South 27° 22' 54" West 220 feet to an iron pin; thence North 60° 32' 17" west 239 feet to an iron pin; thence North 8° 13' 06" east 125 feet to an iron pin; thence south 81° 02' 45" east 295 feet to the beginning, containing 1.03 acres, together with an easement over an access driveway leading from said tract to a proposed road.

BEING the property conveyed to Goodlettsville Plaza Shopping Center, Inc., by deed from William W. Gray, of record in Book 4554, page 796, Register's Office for Davidson County, Tennessee.

RECORDER'S MEMO
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said David Pollack Trustee, his successors in trust, grantor heirs and assigns forever. / covenant that it is 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 deed of trust in B. 4554, p. 801 RODC, Tenn., easements and current taxes. Grantor further covenant and bind itself, its heirs and representatives, to warrant and forever defend the title to said real estate to said David Pollack, Trustee, his successors in trust 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 me in hand paid, I, the said David Pollack, Trustee

do hereby transfer and convey unto J. O. Bass, Jr., Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

I, the said David Pollack Trustee

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 interst may appear.

I 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 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 I, the said David Pollack, Trustee 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 I 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; if I 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 trust conveyance. I 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. I 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 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 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 David Pollack Trustee, his 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 J. O. Bass Jr., Trustee, shall be vested in said successor.

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 Goodlettsville Plaza Shopping Center, Inc. and David Pollack Trustee hereunto set our hands at Nashville, Tennessee, this the 21st day of December 19 71

Goodlettsville Plaza Shopping Center, Inc.
By W. A. Smith Pres.

David Pollack Trustee

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Frances Cras, a Notary Public in and for said County and State, the within named David L. Pollack, Trustee

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

Witness my hand and official seal at Nashville, Tenn. Tennessee, this 21 day of December, 19 71

Frances Cras, Notary Public.

Commission Expires 8/22/72

STATE OF _____
_____ County.

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the 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 _____ this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 4563 PAGE 699

Before me, Frances Rice, a Notary Public of the State and County aforesaid, personally appeared H. A. Swift, with whom I personally acquainted, and who, upon oath, acknowledged him self to be President of the Goodlettsville Plaza Shopping Center, Inc., 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 him self as President.

Witness my hand and seal, at office in Nashville, Tennessee, this 21st day of December, 1971.

Frances Rice, Notary Public.

Commission expires Aug. 22, 1972.

(over for additional acknowledgements)

STATE OF

DEC22 CONV ★ 700,000-00
DEC22 MORT'G ★ 580,000.00
DEC22 S'TAX A★1,820.00
DEC22 S'TAX A★ 578.00
DEC22 PR'FEE A★ .50
DEC22 W'DEED A★ 12.00 ★ 2,410.50

INSTALLMENT DEED

FROM
GOODLETTSVILLE PLAZA SHOPPING CENTER, INC.

TO
DAVID POLLACK, TRUSTEE

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

B 4 2 4 4 8

IDENTIF. REFERENCE

DEC 22 4 22 PM '71

REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
David Pollack Trustee (NAME)	Same as New Owner (NAME)	
1700 Hayes Street (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tenn. 37203 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

H. H. Chitwood
Attorney at Law
934 Stahlman Bldg.
Nashville, Tenn. 37201

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 700,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 22nd DAY OF Dec. 1971.

Notary Public

MY COMMISSION EXPIRES: Aug. Regular

(AFFIX SEAL)