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Installment Deed

This instrument was prepared by
Bass, Berry & Sims, Attorneys
1000 American Trust Bldg.
Nashville, Tennessee

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Edwin B. Raskin, Trustee	-Same-	
(NAME:) Third National Bank Building	(NAME:)	92-15
201 4th Avenue North (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	152-140 PW
Nashville, Tennessee (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Four Hundred Twenty-Five Thousand and no/100 ($425,000.00) *Dollars,*

of which Seventy-Five Thousand and no/100 ($75,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Three Hundred Fifty Thousand and no/100 ($350,000.00) *Dollars,*

Edwin B. Raskin, Trustee, and others

have executed

their Promissory Note of even date herewith in the principal amount of $350,000.00 payable to the order of First American National Bank of Nashville, upon the terms specifically stated therein. This instrument is to secure said Note, principal and interest, and any extensions, modifications, or renewals thereof, and notes given in payment thereof and to secure the payment of attorney's fees incident to the collection of the Note,

~~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,* FIRST AMERICAN NATIONAL BANK OF NASHVILLE

~~have~~ has ~~this day bargained and sold, and~~ ~~do~~ does *hereby transfer and convey unto the said* Edwin B. Raskin, Trustee, his successors in trust and assigns, with full power to sell, mortgage, convey or otherwise encumber without the joinder or ~~(successors) heirs and assigns~~ consent of any beneficiary

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

PARCEL I

TRACT #1 - Land in Davidson County, Tennessee, being part of the unnumbered portion of the Elliston Plan of Lots, as of record in Book 21, page 141, Register's Office for said County, described as follows:

Beginning on the northerly margin of West End Avenue at a point 265 feet west of the westerly margin of 23rd Avenue North, formerly Elliston Avenue, said point being the southwest corner of the property conveyed to A. M. LaGasse by deed from Nashville Trust Company, of record in Book 1045, page 319, said Register's Office; thence with LaGassee's westerly line northwardly 160 feet to the southerly margin of an alley; thence with said alley westwardly 55 feet to the northeast corner of the property conveyed to Anthony Sudekum, et al, Trustees for the Nashville Chapter of the American Red Cross by deed from George H. Hall, Jr. and wife, of record in Book 1237, page 622, said Register's Office; thence with their easterly line southwardly 160 feet to the northerly margin of West End Avenue; thence with said Avenue eastwardly 55 feet to the beginning.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 425,000.00

Subscribed and sworn to before me, this the 28 day of June 19 72

J. Franklin McCreary
Affiant

My commission expires: 5-5-76
(Affix Seal)

Loretta H. Alford
Notary Public

TRACT #2 - Land in Davidson County, Tennessee, being part of the unnumbered portion of the Elliston Plan of Lots, as of record in Book 21, page 141, Register's Office for said County, described as follows:

Beginning on the northerly margin of West End Avenue at a point 200 feet east of the easterly margin of 24th Avenue North, formerly Farrell Street, said point being the southeast corner of the property conveyed to Katherine Floyd Sullivan by deed from Charles S. Martin, et al., Trustees, of record in Book 1088, page 336, said Register's Office; thence with the northerly margin of West End Avenue eastwardly 80 feet to the southwest corner of the property conveyed to Nell Fall Handly by deed from Sidney Jones, et al, of record in Book 754, page 798, said Register's Office; thence with said Handly's westerly line northwardly 160 feet to the southerly margin of an alley; thence with said alley westwardly 80 feet to the northeast corner of said Sullivan's property; thence with the easterly line of same southwardly 160 feet to the beginning.

TRACT #3 - Land in Davidson County, Tennessee, being part of the Elliston Property, as of record in Book 21, page 141, of the Register's Office for Davidson County, Tennessee, beginning with the southerly margin of Elliston Place at a point 207.8 feet east of the easterly margin of 24th Avenue, North, being Meade Frierson's Northeast corner; thence with the southerly margin of Elliston Place, eastwardly 104.8 feet, more or less, to Mrs. Mattie B. Crockett's northwest corner; thence with her westerly line southerwardly 171.3 feet, more or less, to the northerly margin of an alley; thence with said alley, westwardly 100 feet, more or less to said Frierson's southeast corner; thence with his eastwardly line, northwardly 139.9 feet, more or less, to the point of beginning.

Being the same property conveyed to H. Jere Huey and Brooks T. Huey, by deed from the American National Red Cross, of record in Book 4202, page 521 Register's Office for Davidson County, Tennessee.

Being also the same property conveyed by H. Jere Huey and wife, Gweneth P. Huey, and Brooks T. Huey and wife, Sandra P. Huey, Grantors, to William K. Beasley, Trustee, in two Deeds of Trust of record respectively in Book 4269, page 705, and Book 4328, page 664, R.O.D.C.T.

PARCEL II

Land in Davidson County, Tennessee, being part of the Elliston Property; undivided on the plan thereof, of record in Book 21, page 141, Register's Office for said County, being the west half of lot No. 15 on an unregistered plan of Elliston's Subdivision, described as follows:

Beginning on the southerly margin of Elliston Place, formerly Church Street or the Richland or Harding Pike, 262 feet westerly from the westerly margin of 23rd Avenue, North, formerly Elliston Avenue; thence with the southerly margin of Elliston Place, westerly 52.4 feet to the corner of lots Nos. 15 and 16, being Norman Farrell, Jr.'s northeast corner; thence southerly, with the line between said two lots, being said Farrell's east line, 171.3 feet to the northerly margin of an alley; thence with said alley easterly 50 feet; thence through the center of said lot No. 15, northerly 189.5 feet, more or less, to the beginning.

A three-fourths undivided interest in premises was conveyed to William Taylor Watson and wife, Mary Lee Crockett Watson by deed from Watkins Crockett, et al, and recorded in Book 2198, page 8, Register's Office for said County, and a one-fourth undivided interest was devised to Mary Lee Watson by will of Mattie B. Crockett, of record in Will Book 59, page 198, County Court for said County. The said Mary Lee Crockett Watson and Mary Lee Watson being one and the same person.

Being the same property conveyed to H. Jere Huey and Brooks T. Huey by Installment Deed from William Taylor Watson and wife, Mary Lee Crockett Watson of record in Book 4109, page 261, Register's Office for Davidson County, Tennessee.

Being also the same property conveyed by H. Jere Huey and wife, Gweneth P. Huey, and Brooks T. Huey and wife, Sandra P. Huey, to William K. Beasley, Trustee, by Deed of Trust of record in Book 4333, page 175, R.O.D.C.T.

Parcels I and II are the same property conveyed to First American National Bank of Nashville, by deed from J. Franklin McCreary, Successor Trustee, of record in Book 4602, page 901, Register's Office for Davidson County, Tennessee.

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unimproved ( )
This is improved (X) property, known as 2310-2312 West End Avenue, Nashville, Tennessee
(House Number) (Street) P. O. Address (City or Town)
2307-2311 Elliston Place, Nashville, Tennessee

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Edwin B. Raskin, Trustee, his successors in trust,

~~heirs~~ *and assigns forever.* Grantor *covenant*s *that* it is *lawfully seized and possessed of said real estate in fee simple,* has *a good right to convey it, and that the same is unencumbered,* except for 1972 real property taxes which have been prorated and assumed by Grantee.

Grantor *further covenant*s *and bind*s itself, its *heirs and representatives, to warrant and forever defend the title to said real estate to said* Edwin B. Raskin, 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 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 Edwin B. Raskin, Trustee

hereinafter referred to as trustor, hereby transfer and convey unto William K. Beasley, *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; 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. Trustor shall be allowed to demolish the existing structure(s) upon the premises for the purpose of replacing said structure(s) with a new structure(s).

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 28th *day of* June, *19* 72.

** Prior to foreclosure as herein provided the trustee, or his successor trustee, agrees to give fifteen (15) days' written notice to Trustor of the trustee's intent to foreclose.

FIRST AMERICAN NATIONAL BANK OF NASHVILLE

By George H. Warrenfells
George H. Warrenfells, Vice President

By J. Franklin McCreary
J. Franklin McCreary, Ass't. Vice President

Edwin B. Raskin, Trustee

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

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.....Tennessee, this.....day of....., 19.....

.....*Notary Public*

Commission expires.....

STATE OF Tennessee

COUNTY OF Davidson

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Personally appeared before me, Loretta Oxford, *a Notary Public in and for said County and State,* Edwin B. Raskin

the within named 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, Tennessee, *this* 28th *day of* June, *19* 72

Loretta Y. Oxford *Notary Public*

Commission expires May 5, 1976

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Loretta Y. Oxford, *a Notary Public of the State and County aforesaid, personally appeared* George H. Warrenfells and J. Franklin McCreary, themselves *with whom I am personally acquainted, and who, upon oath, acknowledged* ~~himself~~ *to be* Vice President and Ass't. Vice President *of the* First American National Bank of Nashville, *the within named bargainor, a corporation, and that* they *as such* officers, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* themselves *as* Vice President and Ass't. Vice President

Witness my hand and seal, at office in Nashville, Tenn., *this* 28 *day of* June, *19* 72

Loretta Y. Oxford *Notary Public*

Commission expires May 5, 1976

B 65261

IDENTIF. REFERENCE

JUN 28 11 13 AM '72

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

JUN28 72	CONV	425,*000.00	
JUN28 72	MORT'G	350,*000.00	
JUN28 72	CO'TAX	A*	1,105.00
JUN28 72	S'TAX	A*	348.00
JUN28 72	PR'FEE	A*	.50
JUN28 72	W'DEED	A*	10.00 * 1,463.50

INSTALLMENT DEED

FROM

First American National Bank

of Nashville

TO

Edwin B. Raskin, Trustee

Compliments of

GUARANTY TITLE

Office of

CHICAGO TITLE INSURANCE COMPANY

American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE