This instrument prepared by: Kriger and Markavy, 81 Madison Bldg., Memphis, Tennessee

Installment Deed

BOOK 4620 PAGE 935

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Belz Investment Company	same	Map 64
(NAME) 5118 Park Avenue	(NAME)	parcel 1 & 33
(STREET ADDRESS OR ROUTE NUMBER) Memphis, Tennessee 38117	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	SH

FOR AND IN CONSIDERATION of the sum of Two Hundred Eighty Eight Thousand ($288,000.00)---------- *Dollars,*

of which Seventy Two Thousand ($72,000.00)------ *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Two Hundred Sixteen Thousand ($216,000.00) -------- *Dollars,*

Belz Investment Company *has executed* its Installment Deed Note of even date in said principal amount, payable in five (5) equal annual installments of principal of Forty Three Thousand Two Hundred Dollars ($43,200.00) each, together with interest computed at the rate of seven and one-half (7-1/2%) percent per annum on the unpaid balance. No prepayment shall be permitted in 1972 unless the entire balance is paid in full. No prepayment in full or in part shall be permitted at any time after 1972. Any prepayment shall apply to the next due payment or payments. Said Installment Deed Note provides

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, J.R. Freeman, Trustee as Substitute Trustee for Bob Freeman, Trustee pursuant to Instrument recorded simultaneously herewith, with full power to mortgage, sell, transfer or convey any part or all of same without the joinder of any beneficiary, hereinafter called the grantor has

have this day bargained and sold, and do hereby transfer and convey unto the said Belz Investment Company, a partnership composed of Philip Belz and Jack A. Belz, hereinafter called Grantee its

(successors), heirs and assigns,

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

Two tracts of land in the Fourth Civil District of Davidson County, Tennessee, being described according to a survey by Murry D. Shanklin as follows:

TRACT A-BEGINNING at a point in the westerly margin of Andrew Jackson Parkway said point being 180' north of the north right of way line of Lebanon Road; thence south 88° 2' west a distance of 200' to an iron pin; thence south 0° 14' east a distance of 180' to a point in the north right of way line of Lebanon Road; thence north 88° 2' east 150' to the beginning of a curve to the left having a radius of 50'; thence around said curve a distance of 78.54' to a point; thence north 9° 27' east a distance of 130 feet to the point of beginning, containing .81 acres for $95,000.00.

TRACT B-BEGINNING at a point in the westerly margin of Andrew Jackson Parkway, said point being a distance of 180' north of the north right of way line of Lebanon Road; thence south 88° 2' west a distance of 200' to an iron pin; thence south 9° 14' east a distance of 180' to an iron pin in the north right of way line of Lebanon Road; thence westerly along same south 88° 2' west a distance of 986.7' to a monument; thence north 1° 58' west a distance of 553.49' to a point in the northwest corner of the J.R. Freeman, Trustee, 7.55 acre tract; thence easterly along the line dividing said J.R. Freeman, Trustee 7.55 acre tract and the subject property south 84° 51' east a distance of 1,210.98' to a point in the westerly margin of Andrew Jackson Parkway; thence southerly with same south 9° 27' west a distance of 223.69' to the point of beginning containing 12.30 acres for $193,000.00.

(continued-over)

STATE OF TENNESSEE, COUNTY OF Shelby. The actual consideration or value whichever is greater, for this transfer, is $ 288,000.00

Affiant

Subscribed and sworn to before me, this the 21st day of July, 19 72

My commission expires EXPIRES OCT. 9, 1975

(Affix Seal)

Notary Public

Being part of the property conveyed to Bob Freeman, Trustee, with full power to mortgage, sell, transfer or convey any part or all of same without the joinder of any beneficiary, by two deeds from Jackson Square Development Co., Inc. of record in Book 4201, Page 860, and of record in Book 4208, Page 730, Register's Office, Davidson County,Tennessee, J.R. Freeman having b-en substituted as Trustee for Bob Freeman as provided above.

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.

Any default under this mortgage shall likewise constitute default under the mortgage being recorded simultaneously herewith on the adjoining property and any default under said mortgage shall likewise constitute a default under this mortgage and a default under either mortgage shall be grounds for foreclosure of both mortgages.

Provided Grantees pay any engineering and legal costs involved and all interest accrued to date; Grantees shall have the right to a release of the easterly twenty (20%) percent of Tract B immediately, and to further releases as to Tract B at the rate of one square foot for each 44.67¢ paid on the principal balance. Tract A may only be released upon full payment of theprincipal balance of Seventy One Thousand Two Hundred Fifty ($71,250.00) Dollars assigned to it. A portion of Tract B fronting 180 feet on Lebanon Road and being 165 feet in depth and being 955 feet west of the east side of Andrew Jackson Parkway and 65 feet east of the southwest corner of Tract B may be released upon the payment of Sixty Five Thousand($65,000.00)Dollars on the principal.

Areas to be released as to Tract B must be contiguous to the easterly boundary of Tract B and shall have their westerly lines parallel to the westerly line of Tract B and shall run the full depth of the Tract.

It is agreed that the westerly boundary of Tract B and the easterly boundary of Grantors Land adjoining Tract B to the West shall remain unobstructed to traffic and Grantors shall blend in the elevation and paving along said line so as to provide for ingress and egress along the said property line.

unimproved (x)
This is improved (—) property, known as ..... (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 grantees, their ..... *(successors), heirs and assigns forever.* .....*covenant that*.....*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 successors, *heirs and representatives, to warrant and forever defend the title to said real estate to said* grantees, their ..... *(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 grantees ..... *hereinafter referred to as trustors, hereby transfer and convey unto* John G. Doak ....., *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 $ full, 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.

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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.

*See Above

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 21st *day of* July, *1972*

J.R. Freeman, Trustee

J.R. Freeman, Trustee

BELZ INVESTMENT COMPANY

BY: Philip Belz

BY: Jack A. Belz

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, John H. Noel III, *a Notary Public in and for said County and State,* J.R. Freeman, Trustee

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* 21st *day of* July, *19*72

John H. Noel III *Notary Public*

Commission expires May 10, 1975

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STATE OF .....

COUNTY OF .....

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

.....*Notary Public*

Commission expires.....

JUL 21 72	CONV	*		288,000.00	
JUL 21 72	MORT'G	*		216,000.00	
JUL 21 72	S'TAX		A*	748.80	
JUL 21 72	S'TAX		A*	214.00	
JUL 21 72	PB'FEE		A*	.50	
JUL 21 72	W'DEED		A*	8.00	* 971.30

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.....

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared Jack A. Belz and Philip Belz, doing business as Belz Investment Company, a partnership, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed and as the free act and deed of the partnership.

IN WITNESS WHEREOF I have hereunto subscribed my signature and affixed my official seal on this the 21st day of July, 1972.

Notary Public

My Commission Expires:
NOTARY PUBLIC EXPIRES SEPT. 9, 1975

Return To
Kruger and Harney
81 Madison Bldg
Memphis Tenn

INSTALLMENT DEED

FROM

TO

B 6 8 3 7 8

IDENTIF. REFERENCE

JUL 21 12 39 PM '72

FELIX Z. WILSON JR REGISTER
DAVIDSON COUNTY, TENN.

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