This Instrument Was Prepared By: William J. Faimon, Attorney
200 Court Square Building
Nashville, Tennessee 37201

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
TENN. COMMERCIAL WAREHOUSE, INC.	SAME	14N 5700
(NAME:)	(NAME:)	
22 STANLEY STREET	BOOK 1624 PAGE 944	Map 93-12
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
NASHVILLE, TENNESSEE		Parcel 119
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	SH

mail-

FOR AND IN CONSIDERATION of the sum of --------Ninety Thousand ($90,000.00) & no/100----------

Dollars,

of which

-0-

Dollars, has been paid in cash,

the receipt of which is hereby acknowledged, and for the remainder ------Ninety Thousand ($90,000.00) --------& no/100----------

Dollars,

TENNESSEE COMMERCIAL WAREHOUSE, INC. *has executed* a demand note dated January 1st, 1972, in the principal sum of $90,000.00 bearing interest at six (6%) per cent per annum, said interest payable in monthly payments to HOWARD F. GEORGE in the sum of $395.64 and monthly payments to Mary T. George in the sum of $54.36. It is expressly understood and agreed between the parties hereto that this conveyance along with an additional conveyance of certain real properties and other provisions of a sales contract dated January 1st, 1972, is subject to foreclosure in the event of a breach of any of the covenants contained in said sales contract and in accordance therewith.

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, HOWARD F. GEORGE and wife, MARY T. GEORGE *have this day bargained and sold, and do hereby transfer and convey unto the said* TENNESSEE COMMERCIAL WAREHOUSE, INC. its *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in the 1st Civil District of Davidson County, Tennessee, lying north of Willow Street and west of Stanley Street, and being a portion of Lots Nos. 66, 67, 68, 69, 70 and 71 on the Pageot Plan of Fairfield as recorded in Book 21, Page 82, Register's Office for Davidson County, Tennessee. Said land is more particularly described according to a survey by Barge, Waggoner, and Sumner, Engineers, dated November 3, 1969, (as revised on November 4, 1969, and on January 8, 1970) as follows:

BEGINNING at a concrete monument in the westerly margin of Stanley Street, 251.2 feet northerly from the north margin of Willow Street; thence with the westerly margin of Stanley Street South 04°22" East 50 feet to a point, the northeasterly corner of the property of Howard F. and Mary T. George; thence North 88°7'30" West 500 feet with George's north line to a point; thence South 1°52'30" west 200 feet to a point in the northerly margin of Willow Street; thence with the northerly margin of Willow Street north 88°7'30" west 580.92 feet to a concrete monument; thence leaving Willow Street north 8°16' west 229.93 feet to a concrete monument, said monument being 44 feet southerly from Track No. 8 of the old Tennessee Central Railway Company, now Louisville & Nashville Railroad Company; thence 44 feet from and parallel to said Track No. 8 north 81°51' east 632.61 feet to a concrete monument; thence north

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $90,000.00

Affiant

Subscribed and sworn to before me, this the 1st day of January 19 72

My commission expires: 2/3/74

(Affix Seal)

Notary Public

88°5' east 449.08 feet to a concrete monument; thence south 19°11' east 125 feet to the point of beginning, containing 5.59 acres, more or less.

Being the same property conveyed to Howard F. George and wife, Mary T. George by installment deed from A. Battle Rodes, Trustee, as of record in Book 4430, Pages 686, 687 and 688, Register's Office for Davidson County, Tennessee.

unimproved ( )
This is improved (X) property, known as 22 Stanley Street, Nashville, Tennessee
(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 TENNESSEE COMMERCIAL WAREHOUSE, INC. its *(successors), heirs and assigns forever.* We *covenant 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.* except for the following notes executed by Howard F. George and Mary T. George to the Commerce Union Bank in the principal sums of $5,000.00, $8,000.00 and $37,500.00 and a note executed by Howard F. George and Mary T. George to the United States Treasury in the amount of $63,005.62.

We *further covenant and bind* ourselves and our *heirs and representatives, to warrant and forever defend the title to said real estate to said* TENNESSEE COMMERCIAL WAREHOUSE, INC. its *(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 TENNESSEE COMMERCIAL WAREHOUSE, INC. *hereinafter referred to as trustors, hereby transfer and convey unto* WILLIAM J. FAIMON, *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 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 protect 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 trust 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 January, 1972

Howard F. George

Mary T. George

Philip B. George

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, CAROLYN HASTINGS, a Notary Public in and for said County and State, HOWARD F. GEORGE and MARY T. GEORGE

the within named bargainor, 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 January, 19 72

Carolyn Hastings, Notary Public

Commission expires 2/3/74

STATE OF.....
COUNTY OF.....

BOOK 4624 PAGE 947

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.....

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

Witness my hand and seal, at office in Nashville, Tennessee,
this 1st *day of* January, *19* 72

Carolyn Hastings *Notary Public*

Commission expires 2/3/74

CAROLYN HASTINGS NOTARY PUBLIC DAVIDSON CO. TENN.

AUG-4 72	CONV	90,000.00			
AUG-4 72	MORT'G	90,000.00			
AUG-4 72	S'TAX		A*	234.00	
AUG-4 72	S'TAX		A*	88.00	
AUG-4 72	PR'FEE		A*	.50	
AUG-4 72	W'DEED		A*	8.00	* 330.50

INSTALLMENT DEED

FROM

HOWARD F. GEORGE, ET UX

TO

TENNESSEE COMMERCIAL WAREHOUSE, INC.

B 70104

IDENTIF. REFERENCE

AUG 4 11 55 AM '72

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

GUARANTY TITLE

Office of

CHICAGO TITLE INSURANCE COMPANY

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