This Deed Prepared By:
Leon Ruben, Attorney
125 Lafayette Street
Nashville, Tennessee 37210

From Information furnished by Seller

ADDRESS OF NEW OWNER:
Charles T. Levering, et ux
2820 Dickerson Road
Nashville, Tennessee 37207

SEND TAX BILLS TO:
Same as new owners

MAP-PARCEL NUMBER
Map 60
Pat. 46

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FOR AND IN CONSIDERATION OF THE SUM OF $400,000.00 (of which a total sum of $300,000.00 is in consideration of the conveyence of the hereinafter described real estate) and the remainder in the sum of $100,000.00 is in consideration of the sale and transfer of the hereinafter described personal property: and of which sum $1,000.00 has been paid in cash by Charles T. Levering and wife N. Jean Levering, the receipt of which is hereby acknowledged and for a part of the remainder in the amt. of $171,717.56, the said Charles T. Levering and wife N. Jean Levering have assumed and agreed to pay the remaining balance of an indebtedness in the original sum of $175,000.00 as shown by an installment deed of record in book 4565, page 46, Register's Office for Davidson County, Tennessee; and further the said Charles T. Levering and wife N. Jean Levering have assumed and agreed to pay the balance of two notes in the amount of $5,000.00 each plus interest due on October 1, 1972 and January 1, 1973, as shown by an installment deed of record in Book 4565, page 46, Register's Office Davidson County, Tennessee; and for the remaining balance of said consideration in the principal sum of $217,282.44 the said Charles T. Levering and wife N. Jean Levering have executed their joint promissory note of even date herewith in the principal sum of $217,282.44 payable to the order of Irving J. Slotchiver and wife Bettie G. Slotchiver as follows: $67,282.44 shall be a demand note payable on the first day of January, 1973, said note being secured by a deed of trust on the property commonly known as Metro Motel and Colonial Cottages, both located on Dickerson Road, Nashville, Tennessee. The said holders of the note, Irving J. Slotchiver and wife Bettie G. Slotchiver, will waive the demand note provided the said Charles T. Levering and wife, N. Jean Levering, or either of them are the sole owners and operators of the Metro Motel and Colonial Cottages. If the said waiver is granted the demand note shall be paid in the following manner:

January 1, 1973 -	$17,282.44	plus	7½%	interest	per	annum	
May 1, 1973 -	5,000.00	plus	7½%	interest	per	annum	
September 1,1973-	5,000.00	"	"	"	"	"	"
January 1, 1974	5,000.00	"	"	"	"	"	"
April 1, 1974	5,000.00	"	"	"	"	"	"
July 1, 1974	5,000.00	"	"	"	"	"	"
October 1, 1974	5,000.00	"	"	"	"	"	"
January 1, 1975	5,000.00	"	"	"	"	"	"
April 1, 1975	5,000.00	"	"	"	"	"	"
July 1, 1975	5,000.00	"	"	"	"	"	"
October 1, 1975	5,000.00	"	"	"	"	"	"

If after January 1, 1973, the said Charles T. Levering and wife N. Jean Levering, or either of them are not the sole owners of the Metro Motel or Colonial Cottages, the said holder of the note will have the right for demand payment on the balance due at the time of demand plus 7½% interest per annum on the unpaid balance.

On the remaining balance of $150,000.00 the said Charles T. Levering and wife N. Jean Levering, have agreed to execute a second mortgage on the Colonial Cottages by executing a deed of trust to be recorded simultaneously with this instrument. Said note to be payable in monthly installments beginning January 1, 1973, the sum of $1,500.00 and thereafter a like amount on the 1st day of each succeeding month until this mortgage has been paid in full. Said monthly payments include interest at the rate of 7½% per annum. It is mutually agreed between the parties that the two aforementioned mortgages shall be considered as one and that as long as there shall remain a mortgage on the above mentioned Metro Motel that default on either one of the two mortgages shall be considered default on both mortgages. The holder of the note agrees to release his mortgage on the Metro Motel after the note of $67,282.44 is paid in full.

Privilege is reserved to the makers of paying additional payments in any calendar year provided, however, that said pre-payments when added to all other principal payments made in that particular calendar year shall not exceed 29% of the principal mortgage balance.

And said note provides for payment of attorney's fees and to secure the payment of said indebtedness, principal, interest, and attorney's fees, a lien is expressly retained on the land hereinafter conveyed and security interest is expressly retained (and given by the Grantees hereinunder) in the personal property herein sold and transferred.

We, IRVING J. SLOTCHIVER and wife BETTIE G. SLOTCHIVER, have bargained sold and do hereby transfer and convey unto the said CHARLES T. LEVERING and wife N. JEAN LEVERING, their heirs and assigns, certain real estate in Davidson County, Tennessee, described as follows:

A tract of land in the 12th, formerly 17th, Civil District of Davidson County, Tennessee, being part of Lot No. 1 on the Plan of the Division of Lands of Claiborne Y, Hooper, deceased, of record in Minute Book "A", page 693, and in Minute Book "C", page 400, of the Chancery Court, and described according to a copy of a survey thereof made June 6, 1946 by Z. J. Wilkinson, Surveyor, as follows:

Beginning at a point in the westerly margin of Dickerson Road or Pike, as now widened, and located, at the northeast corner of the property of Burnett Morris, said point being approximately 190 feet north from the intersection of the continuation of the north margin of a lane and said Pike; thence along the margin of said Pike, north 12° 15' east 370 feet more or less to the south margin of a new 30-foot road way lying along the north line of this property, and along the south line of the Vaughn Property, said roadway being established by this survey; thence along the south margin of said roadway, north 89° 45' west 420 feet to a stake; thence south 9° 15' west 364.8 feet to a stake in a fence line, being Burnett Morris's north line; thence with said fence south 89° 30' east 400 feet to the point of beginning, containing 3.38 acres, exclusive of any part of the land within the bounds of Dickerson Pike.

Being the same property conveyed to Irving J. Slotchiver and wife Bettie G. Slotchiver by deed from Hazel Gentry Baker of record in Book 4565, page 46, Register's Office for Davidson County, Tennessee.

This is improved property located at 2820 Dickerson Road, Nashville, Tennessee.

TOGETHER with the personal property substantially described as follows:

OFFICE AND KITCHEN

1 Hot point Refrigerator
2 2-drawer file cabients
1 Small desk
1 Dinette suite and four chairs
1 Advance Vacuum Cleaner
2 Kirby Vacuum Cleaners
1 Case Ice Containers
1 floor lamp
Quantity of Lamp Shades
2 Pillows
1 Lincoln floor polisher
1 Table with glass top and mirror
1 four-drawer chest
2 Tables
3 Chairs
1 Lift top drink box
4 Fire Extinquishers

Quantity Cooking Utensils
1 Large Desk
1 Burroughs Cash Register and Adding Machine Combination
1 Large Swivel Chair
3 Chairs
1 Large Lamp
1 Lamp Table
1 Large Mirror
Old Airconditioning Units (in basement)
2 Old Chairs
1 Office Safe
2 Tables and Chest of Drawers
1 Four Leg table
2 Ladders
Quantity of Yard Tools

UPSTAIRS ATTIC

1 Partial case of blankets
Quantity of miscellaneous used supplies

HALL

1 Mirror
1 Drink Box (Yard)

STORAGE ROOM

Quantity of Tissue, Soap, Cleaning Fluids, etc.
27 Double Beds, complete
47 Chairs, complete
26 Dressers and mirrors, complete
20 Radios
22 Lamps
18 Nite Tables and Stands
21 Sand Urns
2 Luggage Racks
2 Couches
2 Chest of Drawers
1 Lift Top Chest
28 Air-conditioners in rooms
Carpeting in rooms

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Charles T. Levering and wife N. Jean Levering *their 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.*, as appears of record.

We *further covenant and bind* ourselves *our heirs and representatives, to warrant and forever defend the title to said real estate to said* Charles T. Levering and wife N. Jean Levering *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 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 Charles T. Levering and wife N. Jean Levering *hereinafter referred to as trustors, hereby transfer and convey unto* O. O. Manners, *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 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 7½ 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.

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 29th day of September, *19*72.

Irving J. Slotchiver

Bettie G. Slotchiver

Charles T. Levering

N. Jean Levering

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Irving J. Slotchiver and wife Bettie G. Slotchiver Charles T. Levering and wife N. Jean Levering

*the within named 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* 29th *day of* September, *19*72

Notary Public

Commission expires 1/22/75

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.....

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $ 300,000.00. Affiant [signature]
Subscribed and sworn to before me this 2nd day of October 1972
Deputy Register [signature]

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.....

OCT-2 72 CONV * 300,000.00
OCT-2 72 S'TAX A* 780.00
OCT-2 72 PR'FEE A* .50
OCT-2 72 W'DEED A* 10.00 * 790.50

INSTALLMENT DEED

FROM

IRVING J. SLOTCHIVER ET UX

TO

CHARLES T. LEVERING ET UX

B 78137

IDENTIF. REFERENCE

OCT 2 10 13 AM '72

FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TENN.

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