This instrument prepared by:
Melvin J. Nelson, Attorney
New York, New York 10017

Installment Deed

BOOK 4653 PAGE 444

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
E. B. Smith, Jr.	Same	82-15
(NAME:) 201 Woodland Street	(NAME:)	27-30-
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee 37213	(STREET ADDRESS)	32 Pt
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Two Hundred Seventy-Five Thousand ($275,000.00) *Dollars,*

of which Fifty Thousand and 00/100 ($50,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Two Hundred Twenty-Five Thousand ($225,000.00) *Dollars,*

E. B. SMITH, JR., unmarried, of 201 Woodland Street, Nashville, Tennessee, has executed and delivered an Installment Deed Note in the amount of Two Hundred Twenty-Five Thousand ($225,000.00) Dollars, payable in annual installments as follows: On the 1st day of November, 1973, the sum of Eighteen Thousand Seven Hundred Fifty ($18,750.00) Dollars, together with interest at the rate of six and one-half (6-1/2%) per cent per annum from November 1, 1972; and on the 1st day of each and every November thereafter until to and including November 1, 1984, the sum of Eighteen Thousand Seven Hundred and Fifty ($18,750.00) Dollars, together with interest at the rate of six and one-half (6-1/2%) per cent per annum on the unpaid principal balance, which interest shall be payable annually with each installment on the principal,

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, WALCO NATIONAL CORPORATION has *this day bargained and sold, and do hereby transfer and convey unto the said* E. B. SMITH, JR., his (successors), *heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:* consisting of three tracts or parcels, as shown on the survey by Kohl-Coode and Associates, dated September 20, 1972, more particularly described as follows:

TRACT NO. 1: Being part of Lot No. 4, Lot No. 5, Lot No. 6, Lot No. 7, and par of Lot No. 8 on the plan of the Dr. John Shelby property, of record in Book 12, page 524, Register's Office of Davidson County, Tennessee, as follows: Beginning at a point in the northerly margin of Main Street, said point being northeastwardly 161.5 feet from the intersection of the easterly margin of North First Street extended and the northerly margin of Main Street extended, as measured along the said margin of Main Street; thence north 23° 49' west 132 feet to a point in the southerly margin of an alley (now closed); thence with the said margin north 58° 46' east 158 feet to a point in an existing concrete block wall; thence with said wall south 29° 14' east 134 feet to a point in the northerly margin of Main Street; thence with said margin and a curve southwestwardly 171 feet to the point of beginning.

TRACT NO. 2: Being Lot Nos. 157, 158, 159, 160, 167, 168, 169, 170, and a portion of Alley No. 258, upon which the foregoing lots abut, as shown on the plan of Dr. John Shelby, 3rd Addition to Edgefield, of record in Book 21, page 43, Register's Office of Davidson County, Tennessee, as follows: Beginning at the southwesterly corner of the intersection of Main Street and South Second Street, being the northeasterly corner of Lot No. 157 on said plan; thence with the southwesterly margin of South Second Street south 30° 25' east 310 feet to a point in the northerly margin of Woodland Street; thence with said

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater for this transfer is $ 275,000.00

Affiant

Subscribed and sworn to before me, this the 27th day of October, 19 72

Notary Public

My commission expires: 4/25/76
(Affix Seal)

margin of Woodland Street south 59° 28' west 200 feet to a point; thence north 30° 25' west 310 feet to a point in the southerly margin of Main Street; thence with said margin north 59° 28' east 200 feet to the point of beginning.

TRACT NO. 3: Being part of Lot No. 156 on the plan of Dr. John Shelby, 3rd Addition to Edgefield, of record in Book 21, page 43, Register's Office of Davidson County, Tennessee, as follows:

Beginning at a point on the northeasterly margin of South Second Street, said point being the southwesterly corner of Lot No.. 156 on said plan and at the point of intersection of said margin and the northwesterly margin of an alley; thence with the margin of South Second Street north 30° 25' west 50.4 feet to a point; thence north 59° 35' east 54.02 feet to a point; thence south 30° 25' east 50.4 feet to the northerly margin of said alley; thence with the margin of said alley south 59° 35' west 54.02 feet to the point of beginning.

Being portions of the property conveyed to the National Casket Company by the following deeds: one from American National Bank, of record in book 270, page 379; one from Sarah Gurley, et al, of record in book 274, page 569; one from Jno. S. Arbuthnot and wife, of record in book 278, page 224; one from the St. Benard Mining Company, of record in book 297, page 192; one from J. M. Head, Mayor of the City of Nashville, of record in book 271, page 578; one from R. L. Weakley, of record in book 270, page 328; one from F. G. Guthrie, of record in book 313, page 337, and by deed from Mrs. Josie Rich, a widow, et al, of record in book 512, page 536, Register's Office for Davidson County. Tennessee.

The corporate name of National Casket Company, Incorporated, was subsequently changed to that of Walco National Corporation.

The entire unpaid principal balance of this indebtedness, together with accrued interest thereon shall immediately become due and payable, at the option of the holder thereof, upon the transfer, sale or conveyance of the premises.

~~unimproved~~ ( ) This is improved (X) property, known as 121 Woodland 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 WALCO NATIONAL CORPORATION, its *(successors), and assigns ~~heirs and assigns~~ forever. ~~covenants~~ 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.*

It *further covenants and binds* itself, its successors and assigns ~~heirs and representatives~~, *to warrant and forever defend the title to said real estate to said* E. B. SMITH, JR., his *(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 E. B. SMITH, JR. *hereinafter referred to as trustors, hereby transfers and conveys unto* T. T. McCARLEY *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 $ 275,000.00, 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.

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 12 day of October, 19 72.

WALCO NATIONAL CORPORATION

By Paul D. Schurgot, Jr., Vice President

E. B. SMITH, JR.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Mary Ensey, *a Notary Public in and for said County and State,* E. B. SMITH, JR.

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* 27th *day of* October, *19* 72.

Mary Ensey, Notary Public

Commission expires 4/25/76

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.....

STATE OF ~~TENNESSEE~~ New York)
COUNTY OF ~~DAVIDSON~~ New York) ss.:

Before me, Melvin J. Nelson, *a Notary Public of the State and County aforesaid, personally appeared* PAUL D. SCHURGOT, JR., *with whom I am personally acquainted, and who, upon oath, acknowledged* himself *to be* Vice President *of the* WALCO NATIONAL CORPORATION, *the within named bargainor, a corporation, and that* he *as such* Vice 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* Vice President.

Witness my hand and seal, at office in New York, New York,
this 12th *day of* October, *19*72

Melvin J. Nelson
.....*Notary Public*
MELVIN J. NELSON
NOTARY PUBLIC, State of New York
No. 60-2864800
Qualified in Westchester County
Commission Expires March 30, 1973

Commission expires.....

NOV-8-72	CONV	*	275,000.00		
NOV-8-72	MORTG	*	225,000.00		
NOV-8-72	STAX		A* 715.00		
NOV-8-72	STAX		A* 223.00		
NOV-8-72	PRFEE		A* .50		
NOV-8-72	MDEED		A* 8.00	*	946.50

PLEASE RETURN TO
CHICAGO TITLE INS. CO.
AMERICAN TRUST BLDG.
NASHVILLE, TENN. 37201
21705

INSTALLMENT DEED

FROM
WALCO NATIONAL
CORPORATION
TO
E. B. SMITH, JR.

B 8 3 1 9 0

IDENTIF. REFERENCE

Nov 8 1 26 PM '72
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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