This Instrument Prepared By

Installment Deed

BOOK 4657 PAGE 261

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP/PARCEL NUMBERS
Richard J. Eskind, Trustee	Same	
(NAME:) L & C Tower	(NAME:)	93-7
(STREET ADDRESS OR ROUTE NUMBER) Nashville, TEnnessee	(STREET ADDRESS)	4-7 PW
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Two Hundred Thirty Thousand and ($230,000.00) No/100---------- *Dollars,*

of which Sixty-Four Thousand Four Hundred (64,400.00) and No/100 *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder One Hundred Sixty-Five Thousand Six Hundred ($165,600.00) and No/100---------- *Dollars,*

Richard J. Eskind, Substitute Trustee under instruments of record in Book 4012, page 932(Noah LIff, Grantor); Book 4386, page 602 (Mitchell S. Magid Grantor) & Book 4386, page 605 RODC (B. B. Steiner, Grantor) has executed his promissory note of even date payable to Grantor together with interest from date until paid at the rate of six and one-half (6 1/2) per cent per annum, payable annually, and said principal amount being payable as follows: $33,120.00 on or before one year after date; $33,120.00 on or before two years after date; $33,120.00 on or before three years after date; $33,120.00 on or before four years after date; $33,120.00 on or before five years after date.

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, Tom Hardison

has ~~xxxx~~ *have this day bargained and sold, and do hereby transfer and convey unto the said* Richard J. Eskind, Substitute Trustee as follows, under said instrument of record in Book 4012, page 932; a 1/2 undivided interest; under said instrument of record in Book 4386, page 602 a 1/4 undivided interest;under said instrument of record in Book 4386, page 605, RODC a 1/4 undivided interest,his *(successors), heirs and assigns,*

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

LAND in Davidson County, Tennessee, being parts of Blocks "L", "M" and Lots 1 to 5, inclusive, and a part of Lot 6, of Block "K" on the Plan of Woods Subdivision of the Blood Estate, as of record in Book 161, page 82, Register's Office, described according to a survey by Clyde D. Anderson, dated December 12, 1969 and Revised November 1, 1972, as follows: BEGINNING at a point, the intersection of the southerly margin of Shelby Avenue with the westerly margin of South 1st street and running thence south 28° 40' east along said westerly margin of South 1st Street 641.38 feet to a point; thence south 37° 57' west 217.9 feet to a point on the easterly margin of a 25-foot railroad right-of-way; thence northerly along the curving easterly margin of said railroad right-of-way 534.92 feet to the point of intersection with the northwesterly margin of Shelby Avenue Bridge, said curve having a radius of 1897.36 feet, thence north 43° 22' east 250.65 feet along said northwesterly margin of Shelby Avenue Bridge to a point; thence north 28° 40' west 141.14 feet to the southerly margin of Shelby Avenue; thence north 54° 32' east 176.24 feet along said southerly margin of Shelby Avenue to the point of beginning, containing 4.52 acres, more or less.

BEING property conveyed to Tom Hardison, by deed from Shelby Corporation of Tennessee, as of record in Book 4476, page 452, said Register's Office.

STATE OF TENNESSEE
COUNTY OF DAVIDSON } The actual consideration or value whichever is greater, for this transfer is $ 230,000.00

Subscribed and sworn to before me, this the 6th day of Novmeber 19 72

My commission expires: 5-12-74 (Affix Seal)

Affiant

Notary Public

NOTARY PUBLIC

This conveyance is made subject to right-of-way agreement between Louisville & Nashville Railroad and Foster & Creighton Company, as to construction, etc of a spur tractk, as set out in Book 340, page 627, RODC; agreement between Humphrey Hardison and wife, and Davidson County as set out in Book 365, page 592, Register's Office, relative to easements, etc., for the construction of the bridge approach across Cumberland River, a plan of which bridge approach is shown on page 593 of said book; right-of-way agreement for railroad, between Lytle & Ralston and Louisville & Nashville Railroad, of record in Book 371, page 184, said Register's Office, sketch of said right-of-way being shown on page 185 of said Book; unrecorded lease between The Shelby Corporation, lessor and W. T. Hardison & Co., Inc. lessee, dated July 6, 1967 and expiring July 5, 1973 after option to renew for one year; easement for right-of-way of a 25-foot street or alley running generally northwesterly-southeasterly through the central portion of the property; easement for right-of-way of the Shelby Street Bridge;

Leah Morgan Hardison, wife of Tom Hardison, joins in execution of this instrument to convey any interest she might have in the described land.

This is unimproved ( ) improved (X) property, known as S W corner Shelby Ave. & S 1st Street Nashville
(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 Richard J. Eskind, Substitute Trustee *(successors), heirs and assigns forever.* I *covenant that* I am *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 as of record.

I *further covenant and bind* myself, *heirs and representatives, to warrant and forever defend the title to said real estate to said* Richard J. Eskind, Substitute Trustee *(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 Richard J. Eskind, Substitute Trustee *hereinafter referred to as trustors, hereby transfer and convey unto* Clyde P. Holland, *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; 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 6th *day of* November, *19* 72.

Tom Hardison
TOM HARDISON

Leah Morgan Hardison
LEAH MORGAN HARDISON

Richard J. Eskind Trustee
RICHARD J. ESKIND, Substitiute Trustee

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Tom Hardison & wife, Leah Morgan Hardison and Richard J. Eskind, Substitute Trustee

*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* 6th *day of* November, *19* 72

CLYDE P. HOLLAND NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Notary Public

Commission expires 5-12-74

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 }
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.....

PLEASE RETURN TO
ENTREKIN, JOHNSON & HOLLAND
2011 PARKWAY TOWERS BUILDING
NASHVILLE, TENNESSEE 37219

INSTALLMENT DEED

FROM

TO

B 8 4 9 0 2

IDENTIF. REFERENCE

Nov 21 1 41 PM '72

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

NOV21 72	CONV	*	$230,000.00		
NOV21 72	MORT'G		90,000.00		
NOV21 72	MORT'G		75,600.00		
NOV21 72	S'TAX		A*	598.00	
NOV21 72	S'TAX		A*	163.60	
NOV21 72	PB'FEE		A*	.50	
NOV21 72	W'DEED		A*	8.00	* 770.10

Compliments of

GUARANTY TITLE

Office of

CHICAGO TITLE INSURANCE COMPANY

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