Installment Deed

This instrument was prepared by
Bass, Berry & Sims, Attorneys
1000 American Trust Building
Nashville, Tennessee

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP, GROUP, PARCEL NUMBERS
Third National Bank & (NAME)	(NAME)	104-12-11
2014 4th Ave N (STREET ADDRESS OR ROUTE NUMBER)	Same (STREET ADDRESS)	BOOK 4738 PAGE 242
Nashville Tenn. (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED SIXTY-EIGHT THOUSAND AND NO/100 ($168,000.00)---------- *Dollars,*

of which FORTY-EIGHT THOUSAND AND NO/100 ($48,000.00)---------- ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder of ONE HUNDRED TWENTY THOUSAND AND NO/100 ($120,000.00)---------- *Dollars,*

Third National Bank in Nashville, a national banking association, with its main office in Nashville, Tennessee, and Albert ~~xxxxxxxxxx~~ P. Rose, as Trustees under the Will of Thomas E. Matthews, deceased, of record in Will Book 60, page 174, in the office of the Clerk of the Probate Court for Davidson County, Tennessee (Grantees), have executed a promissory note of even date herewith, bearing interest on the unpaid balance at rate of Six (6%) per cent per annum, with interest payable on January 1, 1974 for the period from the date hereof through November 30, 1973, and interest and principal payable in 120 consecutive monthly installments beginning January 1, 1974 in the amount of $860.40 each for the first 60 installments, $1,012.80 each for the next fifty-nine installments and the balance in the last installment,

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, I, Mike Lookofsky, a widower,

have this day bargained and sold, and do hereby transfer and convey unto the said Third National Bank in Nashville and Albert P. Rose, as such Trustees, their (successors), ~~xxxxx~~ *and assigns,*

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

Land in Davidson County, Tennessee, being part of lot No. 2 and all of lot No. 3 on the map of Christopher and Kirkman's Belmont Park Addition, as of record in book 57, page 158, Register's Office for said County, described as follows:
Beginning at the northeast corner of 21st Avenue South, formerly Hillsboro Pike, and the first alley south of Belcourt Street; thence northwardly, with the easterly margin of 21st Avenue South, 115 feet to a point 10 feet south of the line between lots Nos. 1 and 2 on said plan; thence eastwardly, parallel to said line, 86 feet; thence northwardly .7 of a foot to the southwest corner of property conveyed to The Guaranty Title Trust Company by deed from Mike Lookofsky and wife, of record in book 1560, page 55, said Register's Office; thence with the southerly line of said property, eastwardly 83.4 feet to a spike in the westerly margin of an alley; thence southwardly, with same, 115.7 feet to said first mentioned alley; thence westwardly, with same, 165 feet to the beginning.
Said property was conveyed to Mike Lookofsky and wife, Anna Lookofsky, by three deeds, one from W. N. Morgan and wife, of record in book 628, page 387, one from Mrs. Demmie Brown, et al, of record in book 636, page 581, and the other from Augusta Donelson Dorris and husband, of record in book 769, page 654, said Register's Office, the said Anna Lookofsky having since died.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $168,000.00

Affiant

Subscribed and sworn to before me, this the 1st day of December, 1973

Notary Public

My commission expires: 4-27-77

(Affix Seal)

Together with all leases to tenants now in possession of said property. Rents payable under said leases have been prorated between grantor and grantees as of this date, and by acceptance of this installment deed grantees assume and agree to perform the obligations of the lessor in said leases hereafter arising.

unimproved ( ) This is improved (X) property, known as 1802-1812 1/2 21st Avenue, South, Nashville, Tenn. (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 Third National Bank in Nashville and Albert P. Rose, as such Trustees, their *(successors), 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 for leases to tenants now in possession and 1973 taxes which have been prorated and assumed by grantees.

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Third National Bank in Nashville and Albert P. Rose, as such Trustees, their *(successors), 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 Third National Bank in Nashville and Albert P. Rose, as such Trustees, *hereinafter referred to as trustors, hereby transfer and convey unto* W. W. Berry, *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 15th day of August, 1973.

Third National Bank in Nashville

By Alden H. Smith Jr.
TRUST OFFICER

ATTEST: L. S. Williams
REAL ESTATE OFFICER

Albert P. Rose
ALBERT P. ROSE

As Trustees Under the Will of
Thomas E. Matthews, Deceased

Mike Lookofsky

Mike Lookofsky

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Janet D. Bell, *a Notary Public in and for said County and State,* Mike Lookofsky,

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* 16th *day of* August, *19*73

Janet D. Bell
Notary Public

Commission expires 1/29/77

JANET D. BELL NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF Tennessee

COUNTY OF Davidson

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Personally appeared before me, Helen Whitfield, *a Notary Public in and for said County and State,* Albert P. Rose

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* 15 *day of* August, *19*73.

Helen Whitfield *Notary Public*

Commission expires 11-12-75

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Helen Whitfield, *a Notary Public of the State and County aforesaid, personally appeared* Alden H. Smith, Jr. and L. S. Williams, *with whom I am personally acquainted, and who, upon oath, acknowledged* themselves *to be* Trust Officer and Real Estate Officer *of the* Third National Bank in Nashville, a national banking association, *the within named bargainor, a* CORPORATION, *and that* they *as such* Trust Officer and Real Estate Officer *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* himself as Trust Officer and attested by L. S. Williams as Real Estate Officer.

Witness my hand and seal, at office in Nashville, Tennessee, *this* 15 *day of* August, *19*73.

Helen Whitfield *Notary Public*

Commission expires 11-12-75

AUG 16 73	CONV	90,000.00		
AUG 16 73	CONV	78,000.00		
AUG 16 73	MORT'G	90,000.00		
AUG 16 73	MORT'G	30,000.00		
AUG 16 73	S'TAX		A* 436.80	
AUG 16 73	S'TAX		A* 118.00	
AUG 16 73	PR'FEE		A* .50	
AUG 16 73	W'DEED		A* 8.00	* 563.30

INSTALLMENT DEED

FROM

TO

C 20008

IDENTIF. REFERENCE

AUG 16 3 47 PM '73

FELIX Z [illegible]
DAVIDSON COUNTY, TENN.

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