Installment Deed

BOOK 1776 PAGE 271

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Furniture Center Parking Lot, Inc. (NAME:)	same (NAME:)	92-6-4
313-315 Broadway (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	23-22
Nashville, Tennessee 37201 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	Pt

FOR AND IN CONSIDERATION of the sum of Sixty-six Thousand----------
----------($66,000.00)-- *Dollars,*
of which Five Thousand----------
----------($5,000)--- *Dollars, has been paid in cash,*
the receipt of which is hereby acknowledged, and for the remainder Sixty-one Thousand------
----------($61,000) *Dollars,*

Furniture Center Parking Lot, Inc.---------- *has executed* its promissory note of even date herewith payable to the order of the Grantors herein as follows: One installment of Thirty-six Thousand Dollars ($36,000.00) on February 11, 1974, with interest at seven and one-half (7 1/2%) per cent per annum from date, and the balance of Twenty-five Thousand Dollars ($25,000.00) in ten (10) equal semi-annual installments of Twenty-five Hundred Dollars ($2,500.00) each payable on the 11th day of each succeeding August and February with interest at seven and one-half per cent (7 1/2%) per annum from date until all are paid.

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, We, Sam Bell Walker and wife, Grace Frierson Walker----------
have this day bargained and sold, and do hereby transfer and convey unto the said Furniture Center Parking Lot, Inc., its----------
----------*(successors), and assigns,*
certain real estate in Davidson County, Tennessee, as follows:

PARCEL NO. 1:

Being part of Lots Nos. 11 and 12 on the First Plan of Davidson Academy lots, not recorded, described as follows:

Beginning at a point on the southerly margin of Braodway, formerly Broad Street, at the northwest corner of a part of said Lots Nos. 11 and 12 conveyed to Kuhn Brothers Company, Inc., by deed from Adolph Brown, et al, Trustee, of record in Book 1882, page 131, Register's Office for said County; thence with the southerly margin of said Broadway westwardly 24 feet 10 inches to a point; thence southwardly 268 feet to a point; thence eastwardly 25 feet more or less to the southwest corner of a part of Lots No. 11 and 12 conveyed to S. S. Warren and wife, by deed from Joe Whitmore and wife, of record in Book 1324, page 127, said Register's Office; thence with the western boundary line of said Warren property and Kuhn Brothers Company, Inc., property northwardly 268 feet to the beginning.

Being part of the property conveyed to Mrs. Ida T. Dickinson by deed from Nashville Trust Company, Trustee, of record in Book 2281, page 487, Register's Office for Davidson County, Tennessee

This instrument was prepared by LOWE WATKINS, Attorney
14th Floor American Trust Building, Nashville, Tenn. 37201

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $66,000.00

Affiant

Sworn to and subscribed before me, this the 28 day of December, 19 73

My commission expires: 2/3/74 (Affix Seal)

Notary Public

Being the same property conveyed to Sam B. Walker by Mrs. Ida T. Dickinson by deed dated June 9th, 1959, of record in Book 2910, page 055, Register's Office for said County.

PARCEL NO. 2:

Land in Davidson County, Tennessee, located on Broad Street in the City of Nashville, described as follows:

Being parts of Lots Nos 11 and 12 on the First Plan of Davidson Academy Lots, not of record, described as follows:

Beginning on the southerly margin of Broad Street at the northwest corner of the property conveyed to Joseph M. Thompson, by deed from G. W. Anthony, et al, of record in Book 72, page 79, Register's Office for said County; thence with the southerly margin of said street, westwardly 24 feet 11 inches to the corner of Lots Nos. 11 and 21; thence with the line between Lots Nos. 11, 12, 21 and 22, southwardly 268 feet; thence eastwardly 24 feet 11 inches; thence northwardly 268 feet to the beginning, being City of Nashville, No. 315 Broad Street.

Being the same property conveyed to Sam B. Walker by R. E. Worrall, County Court Clerk, by deed dated October 9th, 1959, of record in Book 2964, page 199, said Register's Office.

And being part of the property conveyed by Sam B. Walker to himself and wife, Grace F. Walker by deed of record in Book 4628, page 778, and Book 4665, page 126, Register's Office for Davidson County, Tennessee.

unimproved ( ) This is improved ( ) property, known as 313-315 Broad, 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 Furniture Center Parking Lot, 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 1973 taxes which are assumed by grantee.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Furniture Center Parking Lot, Inc.---------- its *(successors), ~~xxxx~~ 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 Furniture Center Parking Lot, Inc. *hereinafter referred to as trustors, hereby transfer and convey unto* Lowe Watkins, *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.

BOOK 4776 PAGE 276

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 28th day of December, 1973.

SAM BELL WALKER: Sam Bell Walker

GRACE FRIERSON WALKER: Grace Frierson Walker

FURNITURE CENTER PARKING LOT, INC.

By: T. M. Holt
President

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing Unsatisfactory in this Document When Received

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Henrietta Ward, a Notary Public in and for said County and State, Sam Bell Walker and Grace Frierson Walker, 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 28th day of December, 1973.

Henrietta Ward
Notary Public

Commission expires 2/3/74

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

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

BOOK 4776 PAGE 277

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, Hennetta Ward, *a Notary Public of the State and County aforesaid, personally appeared* T. M. Hart, *with whom I am personally acquainted, and who, upon oath, acknowledged* him*self to be* President *of the* Furniture Center Parking Lot, 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* him*self as* President.

Witness my hand and seal, at office in Nashville, Tennessee, *this* 23rd *day of* December, *19* 73

Hennetta Ward *Notary Public*

Commission expires 2/3/74

DEC28 73 CONV 66,000.00
DEC28 73 MORTG 61,000.00
DEC28 73 S TAX ..... A* 171.60
DEC28 73 S TAX ..... A* 59.00
DEC28 73 REGFEE ..... A* .50
DEC28 73 M DEED ..... A* 8.00 * 239.10

INSTALLMENT DEED

FROM Sam Bell Walker and wife, Grace Frierson Walker

TO Furniture Center Parking Lot, Inc.

C 36673

IDENTIF. REFERENCE

Dec 28 11 49 AM '73

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

This instrument was prepared by CLAUDE WATKINS, Attorney
24th Floor, American Trust Building, Nashville, Tenn. 37201

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