THIS INSTRUMENT PREPARED BY
AND MAIL TO
JOHN W. NELLEY, JR., ATTY.
TWENTY-SIXTH FLOOR
FIRST AMERICAN CENTER
NASHVILLE, TENNESSEE 37238

Installment Deed

BOOK 4913 PAGE 837

SEND TAX BILLS TO: (NAME)		MAP-PARCEL NUMBERS
Nicholson's Hi-Fidelity Center, Inc.	SAME	Map 92-16
(NAME)	(NAME)	Parcels 124 & 123
113 19th Avenue, South		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee 37203		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of ----------Sixty-One Thousand and No/100----------

----------($61,000.00)---------- *Dollars,*

of which Twenty-Five Thousand and No/100----------

----------($25,000.00)---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder ----------Thirty-Six Thousand and

No/100----------($36,000.00)---------- *Dollars,*

Nicholson's Hi-Fidelity Center, Inc., a Tennessee corporation,

has executed
one (1) note of even date herewith in the principal amount of $36,000.00, payable to the order of FIRST AMERICAN NATIONAL BANK OF NASHVILLE, TRUSTEE, for ALEX M. NICHOLSON, JR. AND JOHN DAVIS NICHOLSON, under a Trust Agreement dated September 30, 1966, in annual installments as follows: On the 31st day of March, 1976, the sum of $5,000.00 and a like amount on the same day of each succeeding year for the next 5 consecutive years, plus on said dates interest on the unpaid principal balance remaining from time to time at the rate of Ten Percent (10%) per annum with the seventh and final installment of principal in the sum of ($6,000.00) plus interest being due and payable on the 31st day of March, 1982, if not sooner 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, FIRST AMERICAN NATIONAL BANK OF NASHVILLE, TRUSTEE, for ALEX M. NICHOLSON, JR. AND JOHN DAVIS NICHOLSON, under a Trust Agreement dated September 30, 1966, with full power under said Trust Agreement to sell and convey said property,

have this day bargained and sold, and do hereby transfer and convey unto the said NICHOLSON'S HI-FIDELITY CENTER, INC., a Tennessee corporation,

its *(successors), and assigns,*

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

TRACT I:

Being a part of Lot No. 146 in Boyd Home Tract, a plan of which is of record in Book 21, page 39, Register's Office for said County, described as follows:
BEGINNING at a point in the northerly margin of an alley, said alley being about 100 feet north of the intersection of Broad Street and 19th Avenue, South; said point of beginning being about 127-1/2 feet west from the northwesterly corner of the intersection of said alley with 19th Avenue, South; thence runs westerly along the margin of said alley 28 feet, more or less, to another alley; thence northward and parallel with 19th Avenue, South, 35-1/2 feet more or less to a point; thence easterly 28 feet more or less to a point; thence southwardly 35-1/2 feet to the point of beginning.

BEING the same property conveyed to FIRST AMERICAN NATIONAL BANK OF NASHVILLE, TRUSTEE, for ALEX M. NICHOLSON, JR. and JOHN DAVIS NICHOLSON under a Trust Agreement dated September 30, 1966, by deed of record in Book 4089, page 662, Register's Office for Davidson County, Tennessee.

TRACT II:

Being part of Lot No. 146 on the plan of Boyd Home Tract, of record in Book 21, page 39, Register's Office for said County, described as follows:

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 61,000.00

Subscribed and sworn to before me, this the 14th day of May 19 75

Affiant

My commission expires: July 21, 1978 (Affix Seal)

Notary Public

NOTARY PUBLIC DAVIDSON COUNTY

BEGINNING on the westerly margin of 19th Avenue South at a point being 106 feet northerly from the northwest intersection of 19th Avenue South and Broadway, formerly Broad Street, being the northerly margin of a 6 foot alley; thence with the westerly margin of 19th Avenue, South, northerly 69-1/2 feet to the southeast corner of the W. C. Collier property; thence with the southern boundary line of said Collier property westerly 151 feet to an alley; thence with said alley southerly 32 feet to a point, being 1 foot from the northern wall of a brick stable; thence easterly and parallel to the northern wall of said stable 28 feet; thence southerly and parallel to the eastern wall of said stable; 35-1/2 feet to an alley; thence with said alley easterly 125-2/5 feet to the beginning.

BEING the same property conveyed to FIRST AMERICAN NATIONAL BANK OF NASHVILLE, TRUSTEE, for ALEX M. NICHOLSON, JR. and JOHN DAVIS NICHOLSON under a Trust Agreement dated September 30, 1966, by deed of record in Book 4089, page 662, said Register's Office.

John Davis Nicholson is since deceased leaving Alex M. Nicholson, Jr. as the sole beneficiary under the Trust Agreement dated September 30, 1966.

This is unimproved ( ) improved ( ) property, known as .... (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 NICHOLSON'S HI-FIDELITY CENTER, INC., a Tennessee corporation, its *(successors),* XXXX *and assigns forever.* it does *covenant 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,* except for the 1975 real property taxes and as otherwise indicated herein.

It does *further covenant and bind* itself, its successors and assignsxxxxxxxxxxxxxxxx *to warrant and forever defend the title to said real estate to said* NICHOLSON'S HI-FIDELITY CENTER, INC., A Tennessee Corporation, 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 NICHOLSON'S HI-FIDELITY CENTER, INC., a Tennessee corporation *hereinafter referred to as trustors, hereby transfer and convey unto* Larry Eley*, 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 XXXXXXXX at least the fair market value of improvements, xxxxxxxxxxxxxxxxxxxxxxxxxx, *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 13th *day of* ~~March~~ May *19*75.

FIRST AMERICAN NATIONAL BANK OF NASHVILLE, TRUSTEE

By: Brannon Huddleston
VICE PRESIDENT TRUST OFFICER

ATTEST:

NICHOLSON'S HI-FIDELITY CENTER, INC.

Jane D. Nicholson
Secretary

By: A. M. Nicholson
President

MAY 19 75	CONV	61,000.00			
MAY 19 75	MORT'G	36,000.00			
MAY 19 75	S'TAX		A*	158.60	
MAY 19 75	S'TAX		A*	34.00	
MAY 19 75	PR'FEE		A*	.50	
MAY 19 75	W'DEED		A*	8.00	* 201.10

STATE OF TENNESSEE,
COUNTY OF DAVIDSON

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.....Tennessee, this.....day of....., 19.....

.....
Notary Public

Commission expires.....

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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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, the undersigned *, a Notary Public of the State and County aforesaid, personally appeared* BRANNON HUDDLESTON *, with whom I am personally acquainted, and who, upon oath, acknowledged* HIM *self to be* VICE PRESIDENT AND TRUST OFFICER *of the* FIRST AMERICAN NATIONAL BANK OF NASHVILLE, TRUSTEE, *the within named bargainor, a corporation, and that* he *as such* VICE PRESIDENT AND TRUST OFFICER, *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* VICE PRESIDENT AND TRUST OFFICER

Witness my hand and seal, at office in Nashville, Tenn. *,*
this 14th *day of* May *, 19* 75.

Steven L Keat *Notary Public*

Commission expires My Commission Expires Nov. 21, 1978

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared H M NICHOLSON, with whom I am personally acquainted, and who, upon oath, acknowledged Him self to be PRESIDENT of NICHOLSON'S HI-FIDELITY CENTER, INC., 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 Him self as PRESIDENT.

WITNESS my hand and seal, at office in DAVIDSON COUNTY, NASHVILLE, TENN. this 13 day of MAY, 19 75.

NOTARY PUBLIC

COMMISSION EXPIRES: MY COMMISSION EXPIRES AUGUST 14, 1978.

INSTALLMENT DEED

FROM

TO

C 98856

T

IDENTIF. REFERENCE

MAY 19 9 54 AM '75

REGISTER
DAVIDSON COUNTY, TENN.

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238