This instrument prepared by:
John W. Kelley, Attorney
Third National Bank Building
Nashville, Tennessee 37219

Installment Deed

BOOK 4985 PAGE 303

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Family Service Laundry, (NAME:)	New Owner (NAME:)	81-11
932 8th Avenue, South (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	504 pw
Nashville, Tennessee 37203 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of TWENTY-FIVE THOUSAND AND NO/100**** ********** ($25,000.00) ********** *Dollars,* *of which* FIVE THOUSAND AND NO/100 ********** ($5,000.00) ********** *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* TWENTY THOUSAND AND NO/100 ********** ($20,000.00) ********** *Dollars,*

FAMILY SERVICE LAUNDRY, INC., has executed an installment deed note payable in monthly installments of $470.39, including principal and interest with the first payment beginning January 2, 1976 and on the first day of each month thereafter until paid in full in accordance with the terms thereof

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, LOFTIN NOKES and wife, BESSIE NOKES *have this day bargained and sold, and do hereby transfer and convey unto the said* FAMILY SERVICE LAUNDRY, INC., a Tennessee corporation its *(successors), ~~heirs~~ and assigns, certain real estate in Davidson County, Tennessee, as follows:*

TRACT I:

A lot with buildings located thereon (said buildings presently occupied by the Millerlie Cleaners). The lot fronts on the south margin of Buchanan Street in the City of Nashville, Tennessee and is further described as being part of Lots Nos. 291, 292, 293 and 294 on the Plan of McGavock, Wetmore and Others First Addition to Nashville, called Town of McGavock, as recorded in Book 21, page 23, Register's Office for said County, said lot begins at a point in the curb of Buchanan Street approximately 52 feet west of 10th Avenue North and runs thence 13 feet southeastwardly to the corner of abrick building (this being the northwest corner of the building occupied as a barber shop); thence with the west wall of the brick building 70 feet, more or less to a point approximately 1 foot south of the Millerlie Cleaners Building; thence westwardly 54 feet more or less to a point in an alley; thence in a northerly direction, 16-3/4 feet more or less to a point approximately 2 feet west of the Millerlie Cleaners Building; thence northwardly 52 feet, more or less, and parallel to the west wall of the Millerlie Cleaners Building to a point; thence northeasterly 39½ feet, more or less in the curb; thence with the curb along the south margin of Buchanan Street, 35-2/3 feet to the beginning. It is the intention of the grantors to convey The Millerlie Cleaners Building and the lot on which same is located.

STATE OF TENNESSEE, COUNTY OF DAVIDSON } The actual consideration or value whichever is greater, for this transfer is $25,000.00

Subscribed and sworn to before me, this the 2nd day of January, 1976

Loftin Nokes
Affiant

My commission expires: 8/20/78
(Affix Seal)

Mary Ann Kelley
Notary Public

TRACT II:

Being part of Lots Nos. 292, 293, and 294 on the Plan of McGavock, Wetmore and Others First Addition to Nashville, called the Town of McGavock, as of record in Book 21, page 23, Register's Office for said County, and also part of Lots Nos. 3 and 4 on the Plan of the Resubdivision of Lots in McGavock, Wetmore and Others First Addition, as of record in Book 161, page 97, Register's Office for said County, described together, as follows:

BEGINNING at a point in the southerly margin of Buchanan Street at the northwest corner of Lot No. 294 and a 10 foot alley; thence in a southerly direction along the easterly margin of said alley 190 feet to a point; thence in an easterly direction at right angles to said alley 100 feet to a point; thence in a northerly direction 14 feet to a point, which point is one foot south of the building of Lea and Nokes Cleaners; thence westwardly 54 feet more or less to a point; thence in a northerly direction 16-3/4 feet more or less to a point approximately 2 feet west of the Lea and Nokes Cleaners Building; thence northerly 52 feet more or less and parallel to the west wall of the Lea and Nokes Cleaners Building to a point; thence northerly 39-1/2 feet more or less to a point on the southerly margin of Buchanan Street; thence along the southerly margin of said Buchanan Street eastwardly 120 feet more or less to the point of beginning.

Being the same property conveyed to Lofton Nokes and wife, Bessie Nokes, by deed from Edward Lea and wife, Ruby Lea, as of record in Book 2813, page 22, said Register's Office.

This is unimproved ( ) improved (X) property, known as 1003 Buchanan 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 FAMILY SERVICE LAUNDRY, INC., a Tennessee corporation, 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.*

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* FAMILY SERVICE LAUNDRY, INC., a Tennessee corporation, its *(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 FAMILY SERVICE LAUNDRY, INC. *hereinafter referred to as trustors, hereby transfer and convey unto* John W. Kelley, Jr., *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 $ 20,000.00, *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 2nd day of January, 1976.

D30780

IDENTIFICATION REFERENCE
JAN 5 2 12 PM '76
FELIX Z. ZOLLICOFFER, REGISTER
DAVIDSON COUNTY, TENN.

Lofton Nokes
Lofton Nokes

Bessie Nokes
Bessie Nokes

FAMILY SERVICE LAUNDRY, INC.

By: William N. Terry
Vice President

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Mary Ann Selley, *a Notary Public in and for said County and State,* Lofton Nokes and wife, Bessie Nokes

the within named bargainors, 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* 2nd *day of* January, 1976.

Mary Ann Selley *Notary Public*

Commission expires 8/20/78

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, Mary Ann Selley, *a Notary Public of the State and County aforesaid, personally appeared* Wesley H. Sperry, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* Executive Vice-President *of the* Family Service Laundry, Inc., *the within named bargainor, a corporation, and that* he *as such* Executive Vice-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* Executive Vice-President.

Witness my hand and seal, at office in Nashville, Tennessee,
this 2nd *day of* January, *19*76

Mary Ann Selley *Notary Public*

Commission expires 8/20/78

JAN-5 76	CONV	25,000.00			
JAN-5 76	MORT'G	20,000.00			
JAN-5 76	S'TAX		B*	65.00	
JAN-5 76	S'TAX		B*	18.00	
JAN-5 76	PR'FEE		B*	.50	
JAN-5 76	W'DEED		B*	8.00	* 91.50

INSTALLMENT DEED

FROM

LOFTON NOKES AND WIFE

TO

FAMILY SERVICE LAUNDRY, INC.

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

Return to: John W. Kelley, Atty.
[illegible]