This instrument was prepared by Clark H. Tidwell, Attorney at Law, 24th Floor, Life & Casualty Tower, Nashville, Tennessee 37219

INSTALLMENT DEED

BOOK 5034 PAGE 488

ADDRESS NEW OWNER AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NO. S.
Laurel Square c/o Typographics, Inc. 300 12th Avenue, South Nashville, Tennessee	Same	93-9 303

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED AND SIXTY THOUSAND ($160,000.00) DOLLARS, of which ELEVEN THOUSAND ($11,000.00) DOLLARS, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder of ONE HUNDRED AND FORTY-NINE THOUSAND ($149,000.00) DOLLARS, Laurel Square, a partnership composed of Carl Gerald Lillierose and Charles Smith, has executed an installment note of even date, secured by this instrument to be paid at the rate of ONE THOUSAND, TWO HUNDRED, NINETY-THREE AND 32/100 ($1,293,32) DOLLARS per month beginning June 1, 1976 with interest at the rate of 8 1/2 per centum per annum for twenty (20) years, 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, James F. Holt who is joined by his wife Nora Holt for the purpose of conveying dower, homestead and all other rights arising by virtue of their marriage; as grantors have this day bargained and sold, and do hereby transfer and convey unto the said Laurel Square, a partnership composed of Carl Gerald Lillierose and Charles Smith its successors and assigns, certain real estate in Davidson County, Tennessee.

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is ONE HUNDRED AND SIXTY THOUSAND ($160,000.00) DOLLARS.

Ben C Goodman
Affiant

Sworn to and subscribed before me this the 11th day of June, 1976. My Commission Expires: Aug. 8, 1979

Thomas E. Watts
Notary Public

THOMAS E. WATTS NOTARY PUBLIC AT LARGE STATE OF TENN.

The said property is described as follows:

Being Lots Nos. 300, 301, 302 on the Plan of McNairy's West Nashville Lots, as of record in Minute Book "C", pages 136 and 137, and Plan Book 1, page 15, Chancery Court at Nashville.

Said Lots Nos. 300, 301 and 302 front 50 feet each on the southerly side of Laurel Street and run back between parallel lines 175 feet to an alley, said Lot No. 302 running back with the easterly margin of 12th Avenue South.

Being the same property conveyed by Laurel Square Corporation formerly Paddock Pools, Inc., to James F. Holt of record in Book 4248, page 580, Register's Office for Davidson County, Tennessee.

Land in Davidson County, Tennessee, being Lot No. 333 on the Plan of McNairy's West Nashville lots, as of record in Minute Book "C", pages 136 and 137, Chancery Court at Nashville.

Said Lot fronts 50 feet on the easterly side of 12th Avenue South and runs back between parallel lines with the southerly margin of an alley, 150 feet to the westerly line of Lot No. 329.

Being the same property vested in James F. Holt by deed from the heirs-at-law of Helen W. Perkins, as of record in Book 2748, page 615, Register's Office for Davidson County, Tennessee.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging to the said Laurel Square, a partnership, its successors 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 a disputed lien suit affecting Lot No. 333 which is the subject of a lawsuit in the Chancery Court for Davidson County, styled American United Builders Company, Inc., vs. Frogge Brothers, Inc., et al (No. A4999).

In addition thereto, the grantors do hereby assign to the grantees a certain lease executed on the 11th day of September, 1975, by and between Decorating Service of Nashville and James F. Holt commencing on the 30th day of September, 1975, and ending on the 30th day of September, 1978, for approximately 10,000 square feet of the above described property, which assignment the grantees accept.

We further convenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Laurel Square, a partnership, its 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, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Laurel Square, a partnership, composed of Carl Gerald Lillierose and Charles Smith, hereinafter referred to as "trustors", hereby transfer and convey unto Clark H. Tidwell, Trustee, his successors and assigns, the real estate herein-before described, with the appurtenances, estate, title and interest thereto belonging (the wives of each of the members of the partnership, namely Vivian Elaine Lillierose and Marguerite Smith, joining in this conveyance for the sole, particular and limited purpose of conveying any and all right, title and interest in the described real estate which they or either of them, may possess).

Trustors agree to keep all improvements now on, or to be hereafter erected on, said property, insured for the sum of ONE HUNDRED THOUSAND ($100,000.00) DOLLARS, 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 their interest may appear.

Trustors further agree to pay all taxes, 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 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 8 1/2% 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, 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 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:

1. 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.

2. To the payment of all taxes which may be unpaid on said premises.

3. To the payment of all unpaid indebtedness herein secured, and any and all sums expended in the protection of said property, as herein authorized.

4. 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, upon his refusal 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 the event any governmental agency acquires any portion of the property described in this mortgage by eminent domain, or by negotiated sale in lieu of eminent domain, the proceeds received from such acquisition with the exception of relocation allowances or payments or moving expenses shall be applied first toward payment of the remaining balance due on the instrument of indebtedness secured hereby.

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 1 day of June, 1976.

James J Holt

x Nora Holt

Charles Smith JR

Carl A Lillicose

Marguerite Smith

Vivian E. Lillicose

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, James F. Holt, 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 1st day of June, 1976.

Notary Public

My Commission Expires:

8-8-79

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

STATE OF TENNESSEE)
COUNTY OF Shelby)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Nora Holt, the within named bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Bartlett, Tennessee, this 2 day of June, 1976.

Notary Public

My Commission Expires:

10-22-76

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Carl Gerald Lillierose and wife, Vivian Elaine Lillierose and Charles Smith and wife, Marguerite Smith, the within named bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purpose therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 2nd day of June, 1976.

Thomas E. Wall, Jr.
Notary Public

My Commission Expires:

Aug. 8, 1979

THOMAS E. WALL, JR. NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

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IN FILE FOR REFERENCE

JUN 11 3 09 PM '76

DAVIDSON COUNTY, TENN.

JUN 11 76	CONV	90,000.00		
JUN 11 76	CONV	70,000.00		
JUN 11 76	MORT'G	90,000.00		
JUN 11 76	MORT'G	59,000.00		
JUN 11 76	S'TAX		B* 416.00	
JUN 11 76	S'TAX		B* 147.00	
JUN 11 76	PR'FEE		B* .50	
JUN 11 76	W'DEED		B* 18.00	* 581.50