Prepared by:
Alfred E. Abbey, Attorney
26th Fl., Life & Casualty Tower
Nashville, Tennessee 37219

Installment Deed

5052 PAGE 965

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Johnny-Reb Corporation (NAME:)	(Same) (NAME:)	Map 92-7
627-19th Avenue North (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par. 339, 342
Nashville, Tennessee 37203 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	& 343

FOR AND IN CONSIDERATION of the sum of Three Hundred Thousand and no/100 ($300,000.00) *Dollars,*

of which Seventy-Five Thousand ($75,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder of Two Hundred Twenty-Five Thousand ($225,000.00) *Dollars,*

JOHNNY-REB CORPORATION, a Tennessee corporation, hereinafter sometimes referred to as "Buyer" or "Trustors", *has executed* its promissory note of even date herewith in the amount of $225,000.00 payable to the order of Eighth Avenue Realty Company in four annual installments, the first three installments being $50,000 each to be paid on the first, second and third anniversaries of the date of said note and a final installment of $75,000 payable on the fourth anniversary of said note, and bearing interest at the rate of seven per cent (7%) per annum on the balance remaining from time to time unpaid, such interest being payable annually on the same dates as the principal payments,

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, EIGHTH AVENUE REALTY COMPANY, a Tennessee corporation, hereinafter sometimes referred to as "Seller" or "Creditor", has ~~*hereby*~~ *this day bargained and sold, and do hereby transfer and convey unto the said* Johnny-Reb Corporation, its *(successors), heirs and assigns,*

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

Two tracts of land in the City of Nashville, Davidson County, Tennessee, described as follows:

Tract One

Land in Nashville, Davidson County, Tennessee, and being Lots Nos. 1, 2, 3, 4, Lot "O", a 1-1/2 acre tract, and a 20 foot alley or alleys on the plan of a subdivision of part of W. B. Cooper's estate, as of record in Book 161, page 66, Register's Office for said County, described, according to a survey made by Z. J. Wilkinson, Surveyor, dated December 6, 1948, as follows:

Beginning at a point in the northerly margin of Jo Johnston Avenue, at the northeast corner of said Jo Johnston Avenue and 21st Avenue North; thence, with the northerly margin of said Jo Johnston Avenue, northeastwardly 252.7 feet to the common corner of Lots "O" and "A"; thence, with the line between said Lots "O" and "A", northwardly 195 feet to a point in the southern boundary line of said 1-1/2 acre tract; thence North 58° 15' East 12 feet to a point; thence North 31° 45' West 215.3 feet (as determined by an agreement between Eighth Avenue Realty Company and Peter Obenchain, Jr. et ux., of record in Book 2442, page 394 of the Register's Office for said County) to a point in the southerly margin of the N.C. & St. L. Railroad right-of-way; thence, with the southerly margin of said right-of-way, South 46° 20' West 307.1 feet to a point; thence South 2° 48' West 186.41 feet to a point in the northerly margin of a 20 foot

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $300,000.00

Subscribed and sworn to before me, this the 30th day of Oct. 1976

Affiant

My commission expires: 5-13-78 (Affix Seal)

Notary Public

alley; thence, with the northerly margin of said alley, North 58° 15' East 141.51 feet to the northeast corner of said 21st Avenue North; thence, with the easterly margin of said 21st Avenue North, southwardly 195 feet to the point of beginning.

Being the same property conveyed to Eighth Avenue Realty Company by deed from United States Tobacco Company, of record in Book 1680, page 48 of the Register's Office for Davidson County, Tennessee, and referred to in an agreement between Eighth Avenue Realty Company and Peter Obenchain, Jr. et ux., of record in Book 2442, page 394 of said Register's Office.

Tract Two

Land in Davidson County, Tennessee, being Lots Nos. 39, 40, 41 and 42 on the Plan of W. B. Cooper's Addition, as of record in Book 57, page 39, Register's Office for said County.

Said Lot No. 39 fronts 50 feet on the northerly side of Jo Johnston Avenue and runs back between lines 181 feet to an alley, measuring 46 feet thereon.

Said Lots Nos. 40, 41 and 42 front 50 feet each on the northerly side of Jo Johnston Avenue and run back between parallel lines 181 feet to an alley.

Being the same property conveyed to Eighth Avenue Realty Company by deed from Flem B. Otey, Jr. and wife, of record in Book 1728, page 598 of the Register's Office for Davidson County, Tennessee.

TOGETHER WITH all right, title and interest of Eighth Avenue Realty Company in all streets, ways, alleys and strips of land adjoining either of the above described Tract One and Tract Two including without limitation, a 10 foot strip adjoining the easterly line of Lot No. 42 on the Plan of W. B. Cooper's Addition of record in Book 57, page 39 of said Register's Office, which 10 foot strip was vacated and closed as a public street by Bill No. 55-24 of the City Council of the City of Nashville, passed October 4, 1955.

SUBJECT to an easement for storm/sanitary sewer from Eighth Avenue Realty Company to the City of Nashville, Tennessee, dated August 26, 1949, of record in Book 1755, page 4 of said Register's Office.

Unimproved ( ) This is improved (X) property, known as 2000-2008 Jo Johnston Ave., 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 Johnny-Reb Corporation, its---------- *(successors), heirs and assigns forever.* Seller*covenant*s *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 lien retained herein and taxes for the current year which have been pro-rated and assumed by the Buyer.

Seller*s further covenant and bind* itself and its successors, *heirs and representatives, to warrant and forever defend the title to said real estate to said* Johnny-Reb 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 Johnny-Reb Corporation *hereinafter referred to as trustors, hereby transfer and convey unto* Albert Werthan, *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 $150,000.00, *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 30th day of June, 19 76.

EIGHTH AVENUE REALTY COMPANY

By: [signature]

Title: President

JOHNNY-REB CORPORATION

By: Arthur J. Rebsamen

President

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 AUG-2? CONV *, 19*.....

Commission expires.....

AUG-2? CONV $ 300.000 00
AUG-2? MORT'G * $ 225.000 00
AUG-2? S'TAX
AUG-2? S'TAX
AUG-2? PR'FEE
AUG-2? W'DEED

Notary Public

B* 780.00
B* 223.00
B* .50
B* 8.00 * 1,011.50

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, Ellen Queen, *a Notary Public of the State and County aforesaid, personally appeared* Bernard Werthan, Jr., *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* President *of the* Eighth Avenue Realty Company, *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 18th *day of* June, *19* 76.

Ellen Queen *Notary Public*

Commission expires My Commission Expires Nov. 27, 1978

ELLEN QUEEN NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, C. C. BAKER, JR., a Notary Public in and for the County and State aforesaid, personally appeared A. J. Rebrovick, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be President of Johnny-Reb Corporation, the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

Witness my hand and seal, at office in Nashville, Tennessee, this 30th day of June, 1976.

C. C. Baker, Jr.
Notary Public

C. C. BAKER, JR. NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission Expires: 5-28-78

INSTALLMENT DEED

FROM

TO

D 6 1 2 5 8

IDENTIF. REFERENCE

AUG 2 2 58 PM '76

FELIX ... REGISTER
DAVIDSON COUNTY, TENN.

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