BOOK 5092 PAGE 655

Installment Deed

THIS INSTRUMENT WAS PREPARED BY
BASS, BERRY & SIMS, ATTORNEYS
FIRST AMERICAN CENTER
NASHVILLE, TENNESSEE 37238

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
176 Development Company	Same	Map 93-2-4
(NAME:)	(NAME:)	
P. O. Box 33		Parcel 19
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Brentwood, TN 37027		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

ATTN: Tony Bordonaro

FOR AND IN CONSIDERATION of the sum of NINETY-FIVE THOUSAND AND NO/100 ($95,000.00) ---------- *Dollars,*

of which EIGHTEEN THOUSAND AND NO/100 ($18,000.00) ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder SEVENTY-SEVEN THOUSAND AND NO/100 ($77,000.00) ---------- *Dollars,*

176 Development Company, a general partnership composed of William L. Berkley, Tony Bordonaro, James E. Criner, James D. Woolems, ("Buyers") has executed its promissory note in principal amount of $77,000.00 payable to the order of Phillips & Buttorff Corporation on December 1, 1977, together with interest at the rate of 8-1/2% per annum.

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, Phillips & Buttorff Corporation (hereinafter "Seller")

have this day bargained and sold, and do/hereby transfer and convey unto the said Buyers, their ~~successors~~ *(successors), heirs and assigns,*

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

Land in Davidson County, Tennessee, known as City No. 176 Second Avenue, North, Nashville, being part of Lot No. 12 on the Plan of the Original Town of Nashville, not of record, described according to a survey by Z. J. Wilkinson, Surveyor, dated February 4, 1951, as follows:

Beginning on the easterly margin of Second Avenue North, formerly Market Street, at the southwest corner of the property conveyed to Nashville Trust Company, Trustee, for Mrs. Anna Cole Weaver, by deed from Jos. M. Warren, Jr., of record in Book 619, page 316, Register's Office for said County, being 116.8 feet south of the southerly line of said Weaver property, eastwardly 208 feet to the westerly margin of First Avenue North, formerly Front Street; thence with said Avenue, southwardly 33 feet to the center of a party wall, the northeast corner of the property conveyed to Charles Nelson by deed from G. H. Wessell and wife, of record in Book 132, page 175, said Register's Office; thence with the center of said wall, Nelson's northerly line, westwardly 208 feet to the easterly margin of Second Avenue North; thence with said Avenue, northwardly 33 feet to the beginning.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 95,000.00

Subscribed and sworn to before me, this the 1st day of December 1976

John S. Bryant
Affiant

My commission expires: 3-5-77
(Affix Seal)

Notary Public

J. WALKER NOTARY PUBLIC TENNESSEE DAVIDSON CO.

Being a portion of the same property conveyed to Industrial Realty Co., Inc., from First National Company by deed of record in Book 3499, page 550, Register's Office for Davidson County, Tennessee, said property thereafter being transferred by merger of Industrial Realty Co., Inc. into Phillips & Buttorff Corporation, as evidenced by the Certificate of Ownership and Merger of record in Corporation Book P-51, page 2108, Office of the Secretary of State of Tennessee.

This is improved ( ) unimproved (X) property, known as 176 Second Avenue, North, Nashville
(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 Buyers their ~~successors~~, *heirs and assigns forever.* Seller *covenant* s *that* it is *lawfully seized and possessed of said real estate in fee simple,* ~~have~~ has *a good right to convey it, and that the same is unencumbered.,* except for easements and restrictions of record.

Seller *further covenant* s *and bind* s itself, its successors ~~and assigns~~ and representatives, *to warrant and forever defend the title to said real estate to said* Buyers their ~~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 Buyers *hereinafter referred to as trustors, hereby transfer and convey unto* John S. Bryant, *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.

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* November *19* 76

PHILLIPS & BUTTORFF CORPORATION

BY: Earl W. Hayes
Vice-President

Secretary

William L. Berkley

Tony Bordonaro

James E. Criner

James D. Woolems

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, John S. Bryant, *a Notary Public in and for said County and State,* William L. Berkley, Tony Bordonaro, James E. Criner, and James D. Woolems

the within named bargainor...S, 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* 1st *day of* December, *19* 76

John S. Bryant
Notary Public

JOHN S. BRYANT NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Commission expires 7-31-78

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

Personally appeared before me, ..., *a Notary Public in and for said County and State,* .....

DEC-17 CONV 95,000.00

the within named bargainor, with whom I am personally acquainted, and who acknowledged that executed the within instrument for the purposes therein contained.

DEC-17 S TAX B* 247.00

Witness my hand and official seal at

DEC-17 S'TAX B* 75.00

this .....*day of* DEC-17 PR'FEE B* .50 *, 19*.....

DEC-17 W'DEED B* 8.00 * 330.50

Notary Public

Commission expires.....

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Michael H. Clark *, a Notary Public of the State and County aforesaid, personally appeared* Earl W. Flynn and Fletcher Slatton *, with whom I am personally acquainted, and who, upon oath, acknowledged* them selves *to be* Vice-President and Secretary, respectively *of the* of Phillips & Buttorff Corporation, *the within named bargainor, a corporation, and that* they *as such* Vice-President and Secretary *, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* themselves *as* Vice-President and Secretary.

Witness my hand and seal, at office in Nashville, Tennessee *,*
this 30th *day of* November *, 19*76.

Michael H. Clark *Notary Public*

Commission expires April 22, 1980

INSTALLMENT DEED

FROM

PHILLIPS & BUTTORFF CORPORATION

successor to Industrial Realty Co., Inc.

TO

L76 Development Company, a general partnership

D 79300

IDENTIF. REFERENCE

DEC 1 2 47 PM '76

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TENN.

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