INSTALLMENT DEED

For and in Consideration of the sum of Sixty thousand----------

----------($60,000.00) and No/100----------Dollars,

of which Twelve thousand ($12,000.00) and No/100 ----------Dollars,

has been paid in cash by Ronnie E. Pollock and wife, Gloria C. Pollock

the receipt of which is hereby acknowledged, and for the remainder Forty-eight thousand--

----------($48,000.00) and No/100----------Dollars,

the said Ronnie E. Pollock and wife, Gloria C. Pollock have executed their promissory installment note of even date payable to the order of S. & C. Company, Inc., providing for monthly payments in the amount of Five hundred forty-six and 26/100 ($546.26) Dollars beginning March 1, 1977 with interest at 9% per annum on the unpaid principal balance to be first deducted from each of such payments and the balance thereof applied to principal.

FEB22F	CONV	60,000.00			
FEB22F	MORT'G	48,000.00			
FEB22F	S'TAX		B*	156.00	
FEB22F	S'TAX		B*	46.00	
FEB22F	PR'FEE		B*	.50	
FEB22F	W'DEED		B*	8.00	* 210.50

all of said notes bearing nine per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, S. & C. Company, Inc.

(S. & C. Company, Inc. and S. & C. Co., Inc. being one and the same Corporation)

has / does this day bargained and sold, and do hereby transfer and convey unto the said Ronnie E. Pollock and wife, Gloria C. Pollock, their heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows: Two tracts of land lying and being in the County of Davidson, State of Tennessee, and more particularly described as follows:

TRACT NO.1: Being lot No. 20 on the Plan of James P. Clark's Subdivision of certain lots in the Barrow Grove Addition, as of record in Plan Book 1, Page 98, Chancery Court at Nashville.

Said lot No. 20 fronts 40 feet on the easterly side of 6th Avenue South, formerly High Street, and runs back between parallel lines 210 feet to an alley.

Being the same real property conveyed to S. & C. Company, Inc. by two deeds one from Mrs. Elizabeth Malone Smith, of record in book 3339, page 255, and the other from James O. Malone, et al, of record in book 3339, page 297, Register's Office for said County.

TRACT NO. 2: Being lot No. 19 and the northerly part of lot No. 18 on the Plan of James P. Clark's Subdivision of certain lots in the Barrow Grove Addition, as of record in Plan Book 1, Page 98, Chancery Court at Nashville, described according to a survey by James L. Murphy, Jr. & Co., Surveyors, dated January 24, 1962, as follows:

Beginning at a point in the easterly side of Sixth Avenue South, formerly High Street, the common front corner of lots Nos. 19 and 20 on the Plan of James P. Clark's Subdivision, of record in Plan Book 1, page 98, Chancery Court at Nashville; thence eastwardly, with the line between said lots nos. 19 and 20, 210 feet to the westerly margin of a 16 foot alley; thence with the westerly margin of said alley, southwardly 53.0 feet to the northwest corner of the lot conveyed to W. D. Frensley and wife by deed of record in book 578, page 340, Register's Office for said County; thence westwardly, with the northerly line of said Frensley lot, along an old fence line, 210 feet to a point in the easterly margin of Sixth Avenue South, formerly High Street; thence northwardly, with the easterly margin of said Sixth Avenue South, 53.7 feet to the point of beginning.

Being the same real property conveyed to S. & C. Company, Inc., a Tennessee Corporation, by deed from Jim C. Burke and wife, of record in book 3340, page 71, said Register's Office.

unimproved ( )
This is improved (x) property, know as 928 Sixth Ave. So., Nashville, TN 37203

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Ronnie E. Pollock and wife, Gloria C. Pollock, their heirs and assigns forever and 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 taxes for the year 1977 which are prorated and assumed by grantees. Grantor further covenant and bind its successors, ~~heirs~~ and representatives, to warrant and forever defend the title to said real estate to said Grantees, their 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 notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to it in hand paid, we, the said Ronnie E. Pollock and wife, Gloria C. Pollock do hereby transfer and convey unto Theodore H. Pailet, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

we, the said Ronnie E. Pollock and wife, Gloria C. Pollock do hereby 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 at least the sum of $48,000.00 until the notes herein secured are 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 and holder of said notes, as his interst may appear.

we further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment.

Now, if we, the said Ronnie E. Pollock and wife, Gloria C. Pollock shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if we fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; if we fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, 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 notes, or any of said notes then past due and unpaid, all remaining unpaid notes 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. we agree, that the Trustee may, at any time after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. we further agree 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 notes 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 Grantees, their 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 lien notes, or, if more than one, then of the first-maturing unpaid note, 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 Theodore H. Pailet, Trustee, shall be vested in said successor.

Said Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said S. & C. Company, Inc., by its duly authorized officers and Ronnie E. Pollock and wife, Gloria C. Pollock hereunto set our hands at Nashville, Tennessee, this the 16th day of Feb 1977

S. & C. Company, Inc., by Emanuel Schatten, President

Attest: Mandell L. Cypress
Mandell L. Cypress
Secretary & Treasurer

Ronnie E. Pollock

Gloria C. Pollock

STATE OF TENNESSEE
Davidson County

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing Unsatisfactory in this Document When Received.

Personally appeared before me, Melva H. Cline, a Notary Public in and for said County and State, the within named Ronnie E. Pollock and Gloria C. Pollock

the 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 16th day of February, 19 77

Melva H. Cline, Notary Public.

Commission Expires November 5, 1979

MELVA H. CLINE NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

STATE OF _____
_____ County.

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the 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
Davidson County

Before me, David E. Cypress, a Notary Public within and for the State and County aforesaid, personally appeared Emanuel Schatten and Mandell L. Cypress with whom I am personally acquainted and who upon (their several oaths) acknowledged (themselves) to be the President and Secretary-Treasurer respectively of the S. & C. Company, Inc. the within named bargainor, a corporation, and that (they) as such President and Secretary-Treasurer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said Emanuel Schatten as such President, and attesting the same by the said Mandell L. Cypress as such Secretary-Treasurer

Witness my hand and official seal at office at Nashville on this the 11th day of February, 1977.

My commission expires Aug. 20, 1978

David E. Cypress
Notary Public

DAVID E. CYPRESS * NOTARY PUBLIC AT LARGE * STATE OF TENN.

INSTALLMENT DEED

FROM
S. & C. Co., Inc.

TO
Ronnie E. Pollock, ET UX

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

D 90256

IDENTIF. REFERENCE

FEB 22 11 13 AM '77

REGISTER
DAVIDSON COUNTY, TENN.

JOHN TORLEY CO., NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:
Ronnie E. Pollock, et ux
928 6th Avenue South
Nashville, TN 37203

SEND TAX BILLS TO:
SAME

MAP-PARCEL NUMBERS
93-15
125 and 126

THIS INSTRUMENT WAS PREPARED BY
Theodore H. Paillet, Attorney
1906 South Street
Nashville, Tennessee 37212

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$60,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 16th DAY OF February, 1977.

Notary Public

MY COMMISSION EXPIRES: November 5, 1977

CLINE * NOTARY PUBLIC AT LARGE * STATE OF TENN.