MAIL Rebecca Thomas 300 James Robertson Pkwy.

Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Shaw and Shaw	Same	Map No. 93-11
(NAME)	(NAME)	Parcels nos.
328 Polk Avenue	Same	160,159,161
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tn. 37211		and 158
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	Pt

FOR AND IN CONSIDERATION of the sum of Ninety Thousand ($90,000.00)-------

----------*Dollars,*

of which Fifty Thousand ($50,000.00)----------

----------*Dollars, has been paid in cash,*

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

($40,000.00)----------*Dollars,*

Shaw and Shaw, a partnership composed of Donald R. Shaw and Dotty B. Shaw, *have executed*
one certain promissory note of even date herewith, in the principal sum of $40,000.00, payable to Hikiwa Corporation, said note bearing interest from date at the rate of seven (7%) per annum, and being payable in One Hundred Twenty (120) equal monthly imstallments of principal and interest from date of $464.44 each per month the first installment being due and payable on the 17th day of April, 1977, and a like installment being due and payable on the 17th day of each month, thereafter,until said note, principal and interest,is fully paid. Said installments will be first credited on accrued interest from date on the unpaid principal balance and the remainder credited to principal,

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, Hikiwa Corporation a Tennessee Corporation,

have this day bargained and sold, and do hereby transfer and convey unto the said Shaw and Shaw, a partnership composed of Donald R. Shaw and Dotty B. Shaw their

(successors), heirs and assigns,

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

Four tracts of land located in Davidson County, Tennessee, described as follows:

Tract I: Map-93-11, Parcel 160

Land in Davidson County, Tennessee, being part of Lot No. 3 in Campbell's Addition to South Nashville, a plan of which is of record in Book U, page 682, Register's Office for said County.
Beginning at a point in the west margin of 2nd Avenue South, formerly Market Street, as widened; at the southeast corner of part of Lot No. 3 conveyed to Laura Compton, by deed from American National Bank of Nashville, as of record in Book 1323, page 166, Register's Office; thence westerly along Compton's southerly line, 132.5 feet to the easterly margin of an alley; thence southerly with said alley, 35 feet; thence in an easterly direction 132.5 feet to the westerly margin of 2nd Avenue South, as widened; thence with said Avenue, northerly 35 feet to the point of beginning.

Being the same property conveyed to Hikiwa Corporation by deed from Rohrbach & Hill, Inc., recorded in Book 4339, page 976, Register's Office for said County.

Tract II: Map-93-11, Parcel 159

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Land in Davidson County, Tennessee, and more particulary described as follows: Beginning at a point on the west side of Market Street (now Second Avenue, South) 83.5 feet North of Elm Street; thence westwardly and parallel with north margin of said Elm Street, 135 feet to the East margin of an alley; thence northwardly with margin of said alley, 50 feet to a point; thence eastwardly 135 feet to a point in the west margin of Market Street (now Second Avenue, South); thence 50 feet with said west margin to a point of beginning.

The above described property is the northerly 50 feet of Noel Mill and Elevator Co., Inc., 133.33 feet nearly opposite and entrance of Middleton Avenue into Second Avenue, South.

Being the same property conveyed to Hikiwa Corporation by deed from Rohrbach & Hill, Inc. recorded in Book 4339, page 973, Register's Office for said County.

Tract III: Map-93-11, Parcel 161

Land in Davidson County, Tennessee, being part of Lot No. 3 on the Map of William Campbell's Plan of South Nashville, of record in Book "U" pages 682 and 683, Register's Office for said County and described as follows:
Beginning at a a point in the west margin of Second Avenue South at the northeast corner of the property conveyed to Thomas W. Wilson and wife, by deed of record in Book 1278, page 8, said Register's Office; thence along Wilson's north line westerly 143.5 feet more or less to the east margin of an alley; thence with the margin of the same northerly 45 feet more or less to the southwest corner of the property of Laura Robinson; thence along Robinson's south line, easterly 143.5 feet more or less, to the west margin of Second Avenue, South; thence with the margin of the same southerly 45 feet to the point of beginning.

Being the same property conveyed to Hikiwa Corporation by deed from Rohrbach & Hill, Inc., recorded in Book 4339, page 979, Register's Office for said County.

Tract IV: Map-93-11, Parcel 158

Land in Davidson County, Tennessee, being Lot "A" and all of Lot "B" except that part taken to widen Elm Street, of Lot 4 and the south part of Lot "A" of Lot 3 on the plan of Campbell's South Nashville lots, as of record in Minute Book "A", page 18, Chancery Court at Nashville, described as follows:
Beginning at the northwest corner of Second Avenue South, formerly Market Street and Elm Street as widened; thence with the westerly margin of said Avenue northerly 80 feet to the southeast corner of a lot owned by the City of Nashville, known as the "Fireman's Hall" lot; thence westerly with the southerly line of said lot 130 feet, more or less, to the easterly margin of an alley; thence with said alley southerly 80 feet to the northerly margin of Elm Street, as widened; thence with the northerly margin of said Street, easterly 130 feet, more or less, to the beginning.

Being the same property conveyed to Hikiwa Corporation, a Tennessee corporation, by deed from Fred Rohrbach and wife, Mary Rohrbach, recorded in Book 4339, page 982, Register's Office for said County.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 99,000.00

Affiant

Subscribed and sworn to before me, this the 17th day of March 19 77

Notary Public

My commission expires: Feb. 1, 1981
(Affix Seal)

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unimproved ( )
This is improved (X) property, known as 631 Second Avenue, South, Nashville, Tn. 37210
(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 Shaw and Shaw, a partnership composed of Donald R. Shaw and Dotty B. Shaw, their *(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.* except by taxes for 1977 which have been pro rated between the parties and assumed by grantees.

Hikiwa Corporation
.....further covenant and bind itself and its successors ~~heirs and representatives~~, *to warrant and forever defend the title to said real estate to said* Shaw and Shaw, a partnership composed of Donald R. Shaw and Dotty B. Shaw, 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 Shaw and Shaw, a partnership composed of Donald R. Shaw and Dotty B. Shaw, *hereinafter referred to as trustors, hereby transfer and convey unto* Albert J. Gasser, *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 $40,000.00 *, 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 17th *day of* March, *19* 77.

HIKIWA CORPORATION

BY: S. B. Hill

S. B. Hill, President

SHAW AND SHAW

BY: Donald R. Shaw

Donald R. Shaw, Partner

By: Dotty B. Shaw

Dotty B. Shaw, Partner

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Jessie Diane Jones, *a Notary Public in and for said County and State,* Donald R. Shaw and Dotty B. Shaw, partners under the firm name of Shaw and Shaw

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* 17th *day of* March, *19* 77

Jessie Diane Jones *Notary Public*

JESSIE DIANE JONES NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Commission expires Feb. 1, 1981

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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, Jessie Diane Jones, *a Notary Public of the State and County aforesaid, personally appeared* J. B. Hill,
with whom I am personally acquainted, and who, upon oath, acknowledged him *self to be* President
of the Hikiwa Corporation,
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 17th *day of* March, *19*77.

Jessie Diane Jones *Notary Public*

Commission expires Feb. 1, 1981

This instrument prepared by:
Richard Marshall, Attorney
513 Nashville Bank & Trust Bldg.
Nashville, Tennessee

MAR 18 77	CONV	90,000.00			
MAR 18 77	MORT'G	40,000.00			
MAR 18 77	S'TAX		B*	234.00	
MAR 18 77	S'TAX		B*	38.00	
MAR 18 77	PR'FEE		B*	.50	
MAR 18 77	M'DEED		B*	10.00	* 282.50

INSTALLMENT DEED

FROM

Hikiwa Corporation

TO

Shaw and Shaw, a partnership

D 94409

IDENTIF. REFERENCE

MAR 18 12 53 PM '77

REGISTER
DAVIDSON CO., TENN.

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