THIS INSTRUMENT PREPARED BY ROBERT P. THOMAS,
ATTORNEY, 21st FLOOR - FIRST AMERICAN CENTER,
NASHVILLE, TENNESSEE 37238

Address new owner:

J. Brent Hurd, Trustee
Harvey Freeman & Sons
2519 Lebanon Road
Nashville, Tennessee 37214

Send tax bills to:

Same

M. 106
P. 122
PW

BOOK 5145 PAGE 344

TRUSTEE'S DEED

WHEREAS,

1. FORTUNE-NASHVILLE COMPANY, a partnership composed of William H. Armstrong, Jr. and Edward L. Bakewell, Jr., executed a Deed of Trust dated February 14, 1972, to Albert W. Johnson, Trustee, of record in Book 4580, page 7, Register's Office for Davidson County, Tennessee.

2. Albert W. Johnson resigned as Trustee under the above mentioned Deed of Trust and Robert P. Thomas was appointed Successor Trustee under said Deed of Trust by instrument of record in Book 5134, page 663, Register's Office for Davidson County, Tennessee.

3. The indebtedness secured by said Deed of Trust became overdue and unpaid, and other conditions of default occurred, by reason of which the lawful owner and holder of the indebtedness secured by said Deed of Trust through its attorneys gave due notice to the said Fortune-Nashville Company, a partnership, of its default by letter dated April 1, 1977, duly deposited in the United States Mails on said date, Certified Mail, Return Receipt Requested, with a copy by Regular Mail, wherein the debtor was advised of the intention of the holder of the Note evidencing said indebtedness to foreclose the lien of said Deed of Trust if the conditions of default then existing were not cured within ten (10) days from the mailing of said notice, a duplicate original copy of which letter with Return Receipt attached is attached to this Deed as Exhibit 1.

4. The default not being cured within the time allowed, and no hearing having been sought by the debtor, the undersigned Successor Trustee, acting upon the demand of the lawful owner and holder of said indebtedness, proceeded to advertise the security for sale at foreclosure by notices duly published in THE NASHVILLE RECORD on April 14, 21, and 28, 1977, in accordance with the provisions of the Deed of Trust, a duplicate copy of which notice is attached hereto as Exhibit 2.

5. Immediately prior to the publication of the advertisement of said property for sale at foreclosure, the undersigned Successor Trustee gave notice by letter dated April 11, 1977, to the debtor by Certified Mail, Return Receipt Requested, with a copy Regular Mail, of the advertisement of said property and of the fact of the intended sale of the same, a duplicate original copy of which letter with Return Receipt attached is attached to this Deed as Exhibit 3.

6. After due advertisement as required by law and the terms of the Deed of Trust, the undersigned Successor Trustee offered said land as described in the Deed of Trust for sale at the Front Door of the Courthouse, Nashville, Davidson County, Tennessee, at 12:00 Noon, May 5, 1977, when and where J. Brent Hurd, Trustee, with full power to encumber, mortgage, sell, transfer and convey without joinder of any beneficiary, became the last and highest bidder at the price of One Million Seven Hundred Ninety Thousand and no/100 ($1,790,000.00) Dollars.

NOW, THEREFORE, I, Robert P. Thomas, Successor Trustee, as aforesaid, in consideration of the premises and of the sum of One Million Seven Hundred Ninety Thousand and no/100 ($1,790,000.00) Dollars to me in hand paid, the receipt of which is hereby acknowledged, by these presents do transfer

to and convey to J. Brent Hurd, Trustee, with full power to encumber, mortgage, sell, transfer and convey without joinder of any beneficiary, his successors in trust and assigns, the following described property and improvements located thereon, being situated in Davidson County, Tennessee, and being more particularly described as follows:

> A tract of land in the 6th Civil District, and being Section 7, of Plus Park, as of record in Book 4470, page 108, Register's Office for said County, being more particularly described as follows:
>
> Beginning at a concrete monument in the northwesterly margin of Plus Park Boulevard, said monument being 1,365.32 feet southerly from a concrete monument at the southerly end of the southwesterly turnout at Murfreesboro Pike and Plus Park Boulevard; thence southerly with the westerly margin of Plus Park Boulevard, and a 418.77 foot radius curve to the left a distance of 163.5 feet to a concrete monument; thence south 9° 38' 16" east a distance of 104.21 feet to a concrete monument; thence southerly with a 746.61 foot radius curve to the right, a distance of 374.52 feet to a concrete monument; thence leaving the westerly margin of Plus Park Boulevard; thence north 70° 53' 47" west, a distance of 280.65 feet to a concrete monument and the easterly margin of Interstate Highway I-24; thence with said easterly margin north 2° 00' 00" east, a distance of 235.41 feet to a concrete monument; thence north 1° 44' 36" east, a distance of 199.20 feet to a concrete monument; thence north 1° 52' 40" east, a distance of 167.78 feet to a concrete monument; thence leaving said easterly margin south 77° 16' 04" east, a distance of 269.57 feet to a concrete monument, the point of beginning in the westerly margin of Plus Park Boulevard, and containing 174,240 square feet or 4.000 acres.
>
> Being the same property conveyed to Fortune-Nashville Company by deed from Fortune Properties Corporation, a Missouri corporation, of record in Book 4563, page 862, Register's Office for said County.

Said sale is subject to the following:

1. Any and all unpaid taxes.

2. Easement for construction of a trunk sanitary sewer, granted to the City of Nashville, of record in Book 3533, page 433, Register's Office for Davidson County, Tennessee.

3. Fifteen-foot public utility and drainage easements, 15-foot public utility and sewer easements, 30-foot building setback line from Plus Park Boulevard, and conditions of owner's

certificate as shown on the Plan of The Plus Park, Section 7, as of record in Book 4470, page 108, Register's Office for Davidson County, Tennessee.

4. Restrictive Covenants contained in an instrument of record in Book 4530, page 348, Register's Office for Davidson County, Tennessee.

5. Restrictive Covenants contained in deed of record in Book 4548, page 895, Register's Office for Davidson County, Tennessee.

6. Any other covenants, easements, setback lines, or other matters of record or not shown by the public records which may be applicable to or affect said property.

TO HAVE AND TO HOLD the said property to the said Grantee, his successors in trust and assigns, forever, with the appurtenances, estate, title, and interest thereunto appertaining.

WITNESS my hand this 5th day of May, 1977.

Robert P. Thomas, Successor Trustee
ROBERT P. THOMAS, Successor Trustee

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Gail K. Parsons, a Notary Public in and for said County and State, the within named ROBERT P. THOMAS, Successor Trustee, the 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 5 day of May, 1977.

Gail K. Parsons
Notary Public

My Commission Expires: Sept. 2, 1980

STATE OF TENNESSEE

COUNTY OF DAVIDSON

BOOK 5145 PAGE 348

The actual consideration or value, whichever is greater, for this transfer is $1,790,000.00.

Affiant

Subscribed and sworn to before me, this 5th day of May, 1977.

Notary Public

My Commission Expires: 2-22-78

NOTARY PUBLIC DAVIDSON COUNTY

E02883

T

IDENTIFICATION REFERENCE

MAY 10 9 44 AM '77

REGISTER DAVIDSON COUNTY, TENN.

MAY10 77	CONV	*	~~.00~~ 1,790,000.00	
MAY10 77	S'TAX		B* 4,654.00	
MAY10 77	PR'FEE		B* .50	
MAY10 77	W'DEED		B* 38.00	* 4,692.50

BOULT, CUMMINGS, CONNERS & BERRY

COPY

WILLIAM HUME (1888-1950)
LAURENCE B. HOWARD (1900-1959)
LINDSEY M. DAVIS (1902-1960)
EDWIN F. HUNT (RETIRED)

REBER BOULT
JOSEPH G. CUMMINGS
JOHN T. CONNERS, JR.
JAMES I. VANCE BERRY
DAVID J. WHITE
ROBERT PAIGE THOMAS
DAVIS H. CARR
MICHEL G. KAPLAN
M. TAYLOR HARRIS, JR.
J. GREER CUMMINGS, JR.
J. WILLIAM VAN DERVEER, JR.
CHARLES B. REASOR, JR.
E. BERRY HOLT III
HENRY P. DOGGRELL
RICHARD F. WARREN, JR.

EXHIBIT 1

21ST FLOOR FIRST AMERICAN CENTER
NASHVILLE, TENNESSEE 37238
TELEPHONE (615) 244-2582

April 1, 1977

BOOK 5145 PAGE 349

Fortune-Nashville Company
A Joint Venture
c/o Bakewell Corporation
8820 Ladue Road
St. Louis, Missouri 63124

Attention: Mr. Edward L. Bakewell, Jr.
Mr. William H. Armstrong, Jr.

Re: Permanent Loan -
State Farm Life Insurance Company
to Fortune-Nashville Company
Original Amount - $1,450,000.00
Dated February 14, 1972
Nashville, Tennessee

Gentlemen:

Our client, State Farm Life Insurance Company, is the lawful owner and holder of the Promissory Note executed by you as evidence of the above indebtedness. State Farm is also the Secured Party in various instruments given to secure said Note, including, among others, a Deed of Trust dated February 14, 1972, of record in Book 4580, page 7, Register's Office of Davidson County, Tennessee.

State Farm Life Insurance Company hereby declares this indebtedness to be in default and demands payment in full of the entire outstanding principal balance of said Note, and the payment of all delinquent taxes plus penalty and interest due on the premises described in said Deed of Trust. State Farm further demands payment of interest on this indebtedness at the rate specified in said Note, before and after maturity, plus all costs incurred, including attorney's fees, by reason of your default.

BOOK 5145 PAGE 350

If payment in full of the outstanding balance of this indebtedness, plus interest thereon, plus delinquent taxes, and plus attorney's fees, and any other costs incurred, has not been received within ten (10) days from the date of this letter, we have been instructed to take such other and further actions as we deem necessary to protect the interests of our client and enforce payment of this indebtedness. In this connection, you are specifically advised that it is the intention of State Farm Life Insurance Company, if the indebtedness is not paid in full within the time allowed by this letter, to commence the foreclosure of the Deed of Trust which State Farm holds as security for the payment of this indebtedness. Should you desire to challenge State Farm's right to foreclose, such challenge should be asserted at this time, it being the purpose and intent of this letter to give to you written notice of the purpose and intention of the holder of your Note to foreclose the security and to further provide you with an opportunity to seek a hearing appropriate to the nature of the case, should you deem such necessary to the protection of your interests.

Sincerely yours,

BOULT, CUMMINGS, CONNERS & BERRY

By
ROBERT P. THOMAS

RPT/gp

CERTIFIED MAIL - RRR

Copy Regular Mail

cc: (See Page 3)

BOOK 5145 PAGE 351

Mr. Phillip J. Paster
Attorney at Law
137 South Bemiston
Clayton, Missouri 63105

Mr. Albert W. Johnson
Dobson & Johnson, Inc.
311 Plus Park Boulevard
Nashville, Tennessee 37217

Mr. Gene Southwood
Executive Vice President
Third National Bank
201 4th Avenue North
Nashville, Tennessee 37219

Mr. Charles Estes
Dobson & Johnson, Inc.
311 Plus Park Boulevard
Nashville, Tennessee 37217

Mr. Thomas P. Kanaday
Attorney at Law
18th Floor
Third National Bank Building
Nashville, Tennessee 37219

Mr. Merle J. Watters
State Farm Life Insurance Company
One State Farm Plaza
Bloomington, Illinois 61701

Mr. Edward L. Bakewell, Jr.
c/o Bakewell Corporation
8820 Ladue Road
St. Louis, Missouri 63124

Mr. William H. Armstrong, Jr.
c/o Bakewell Corporation
8820 Ladue Road
St. Louis, Missouri 63124

Mr. Paul J. Brown
Vice President
Third National Bank
201 4th Avenue North
Nashville, Tennessee 37219

Mr. Stephen W. Ramp
Attorney at Law
18th Floor
Third National Bank Building
Nashville, Tennessee 37219

BOOK 5145 PAGE 352

SENDER: Be sure to follow instructions on other side

PLEASE FURNISH SERVICE(S) INDICATED BY CHECKED BLOCK(S)
(Additional charges required for these services)

☐ Show address, where delivered ☐ Deliver ONLY to addressee

RECEIPT
Received the numbered article described below

REGISTERED NO.

CERTIFIED NO.
944682

INSURED NO.

DATE DELIVERED
4-4-77

1. SIGNATURE OR NAME OF ADDRESSEE (Must always be filled in)
Fortune-Nashville Company

2. SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
Blanch Cox - M. Tucker

3. SHOW WHERE DELIVERED (Only if requested, and include ZIP Code)
B

U.S. POSTAL SERVICE
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300

(State Farm - Armstrong
& Bakewell/Fortune, etc) 1977

MID-CLAXTON BR. APR 5 E-MAIL SALES USPO

Postmark of Delivering Office

SENDER INSTRUCTIONS

Print in the space below your name, address, including ZIP Code.
- If special services are desired, check block(s) on other side.
- Moisten gummed ends and attach to back of article.

RETURN TO

ROBERT P. THOMAS
21st FLOOR
FIRST AMERICAN CENTER
NASHVILLE, TENNESSEE 37[illegible]

PS Form 3811 Sep. 1972 *55—10—81377-3

EXHIBIT 2

FORECLOSURE NOTICE BOOK 5145 PAGE 353

WHEREAS, default has been made in the terms, conditions and payments provided for in a certain Deed of Trust dated February 14, 1972, executed by Fortune-Nashville Company by William H. Armstrong, Jr. and Edward L. Bakewell, Jr. to Albert W. Johnson, Trustee, of record in Book 4580, page 7, Register's Office for Davidson County, Tennessee; and

WHEREAS, Albert W. Johnson resigned as Trustee under the above mentioned Deed of Trust and Robert P. Thomas was appointed Successor Trustee under said Deed of Trust by instrument of record in Book 5134, page 663, Register's Office for Davidson County, Tennessee; and

WHEREAS, notice of default has been duly given to Fortune-Nashville Company, William H. Armstrong, Jr., and Edward L. Bakewell, Jr. by letter dated April 1, 1977, duly deposited in the United States Mails on said date, Certified Mail, Return Receipt Requested, wherein the said Fortune-Nashville Company was advised of the intention of the Secured Party to foreclose the lien of said Deed of Trust if the conditions of default then existing were not cured within ten (10) days from the mailing of said notice; and

WHEREAS, the default has not been cured within the time allowed; and

WHEREAS, the entire indebtedness has been declared due and payable at the option of the lawful owner and holder of said indebtedness as provided in said Deed of Trust and the Note evidencing such indebtedness; and

WHEREAS, demand has been made for payment in full of the entire outstanding balance of said indebtedness and such payment has not been made;

NOW, THEREFORE, I, Robert P. Thomas, Successor Trustee, acting upon the demand of the lawful owner and holder of said indebtedness to foreclose said Deed of Trust, and by virtue of the power and authority vested in me as such Successor Trustee, will on Thursday, May 5, 1977, commencing at 12:00 Noon at the Front Door of the Court House in Nashville, Davidson County, Tennessee, proceed to sell at public outcry to the highest and best bidder for cash, free from the equity of redemption, dower, homestead, and all other exemptions of every kind, each of which is expressly waived in said Deed of Trust, the following described property in Davidson County, Tennessee:

A tract of land in the 6th Civil District, and being Section 7, of Plus Park, as of record in Book 4470, page 108, Register's Office for said County, being more particularly described as follows:

Beginning at a concrete monument in the northwesterly margin of Plus Park Boulevard, said monument being 1,365.32 feet southerly from a concrete monument at the southerly end of the southwesterly turnout at Murfreesboro Pike and Plus Park Boulevard; thence southerly with the westerly margin of Plus Park Boulevard, and a 418.77 foot radius curve to the left a distance of 163.5 feet to a concrete monument; thence south 9° 38' 16" east a distance of 104.21 feet to a concrete monument; thence southerly with a 746.61 foot radius curve to the right, a distance of 374.52 feet to a concrete monument; thence leaving the westerly margin of Plus Park Boulevard; thence north 70° 53' 47" west, a distance of 280.65 feet to a concrete monument and the easterly margin of Interstate Highway I-24; thence with said easterly margin north 2° 00' 00" east, a distance of 235.41 feet to a concrete monument; thence north 1° 44' 36" east, a distance of 199.20 feet to a concrete monument; thence north 1° 52' 40" east, a distance of 167.78 feet to a concrete monument; thence leaving said easterly margin south 77° 16' 04" east, a distance of 269.57 feet to a concrete monument, the point of beginning in the westerly margin of Plus Park Boulevard, and containing 174,240 square feet or 4.000 acres.

Being the same property conveyed to Fortune-Nashville Company by deed from Fortune Properties Corporation, a Missouri corporation, of record in Book 4563, page 862, Register's Office for said County.

Said sale shall be subject to the following:

1. Any and all unpaid taxes.

2. Certified copy of consent judgment in the cause of Dobson & Johnson, Inc. vs. Edward L. Bakewell, Jr., et al, Civil Action No. A-2788-P, Chancery Court for Davidson County, of record in Minute Book 2P, page 14, a certified copy of which is of record in Book 4913, page 481, Register's Office for Davidson County, Tennessee.

3. Easement for construction of a trunk sanitary sewer, granted to the City of Nashville, of record in Book 3533, page 433, Register's Office for Davidson County, Tennessee.

4. Fifteen foot public utility and drainage easements, 15-foot public utility and sewer easements, 30-foot building setback line from Plus Park Boulevard, and conditions of owner's certificate as shown on the Plan of The Plus Park, Section 7, as of record in Book 4470, page 108, Register's Office for Davidson County, Tennessee.

5. Restrictive Covenants contained in an instrument of record in Book 4530, page 348, Register's Office for Davidson County, Tennessee.

6. Restrictive Covenants contained in deed of record in Book 4548, page 895, Register's Office for Davidson County, Tennessee.

7. Any other covenants, easements, setback lines, or other matters of record or not shown by the public records which may be applicable to or affect said property.

ROBERT P. THOMAS, SUCCESSOR TRUSTEE

BOULT, CUMMINGS, CONNERS & BERRY
21st Floor, First American Center
Nashville, Tennessee 37238
244-2582

Insertion Dates: April 14, 21, and 28, 1977.

LAW OFFICES

BOULT, CUMMINGS, CONNERS & BERRY

WILLIAM HUME (1888-1950)
LAURENCE B. HOWARD (1900-1959)
LINDSEY M. DAVIS (1902-1960)
EDWIN F. HUNT (RETIRED)

REBER BOULT
JOSEPH G. CUMMINGS
JOHN T. CONNERS, JR.
JAMES I. VANCE BERRY
DAVID J. WHITE
ROBERT PAIGE THOMAS
DAVIS H. CARR
MICHEL G. KAPLAN
M. TAYLOR HARRIS, JR.
J. GREER CUMMINGS, JR.
J. WILLIAM VAN DERVEER, JR.
CHARLES B. REASOR, JR.
E. BERRY HOLT III
HENRY P. DOGGRELL
RICHARD F. WARREN, JR.

21ST FLOOR FIRST AMERICAN CENTER
NASHVILLE, TENNESSEE 37238
TELEPHONE (615) 244-2582

COPY

EXHIBIT 3

BOOK 5145 PAGE 356

April 11, 1977

Fortune-Nashville Company
A Joint Venture
c/o Bakewell Corporation
8820 Ladue Road
St. Louis, Missouri 63124

Attention: Mr. Edward L. Bakewell, Jr.
Mr. William H. Armstrong, Jr.

Re: Permanent Loan -
State Farm Life Insurance Company
to Fortune-Nashville Company
Original Amount - $1,450,000.00
Dated February 14, 1972
Nashville, Tennessee

Gentlemen:

This will supplement my letter to you dated April 1, 1977, giving notice to you of the default which exists in the above described loan and advising you of the intention of State Farm Life Insurance Company to cause its security to be foreclosed if the conditions of default were not cured within the time prescribed in that notice.

This letter is to advise you that I, Robert P. Thomas, as Successor Trustee, under the Deed of Trust given by you as security for the above described indebtedness, have been advised by the lawful owner and holder of said indebtedness that the conditions of default described in my April 1, 1977 letter have not been cured. I have been instructed to foreclose said Deed of Trust pursuant to the Foreclosure Notice enclosed herewith. In keeping with these instructions and pursuant to said Notice, a public sale of the security

BOOK 5145 PAGE 357

described in said Notice will be held on Thursday, May 5, 1977, commencing at 12:00 Noon at the Front Door of the Court House, Nashville, Davidson County, Tennessee. You are invited to be present and to bid at the sale should you so desire.

Sincerely yours,

BOULT, CUMMINGS, CONNERS & BERRY

By
ROBERT P. THOMAS

RPT/gp

Enclosure

CERTIFIED MAIL - RRR

Copy Regular Mail

cc: Mr. Phillip J. Paster
Attorney at Law
137 South Bemiston
Clayton, Missouri 63105

Mr. Albert W. Johnson
Dobson & Johnson, Inc.
311 Plus Park Boulevard
Nashville, Tennessee 37217

Mr. Gene Southwood
Executive Vice President
Third National Bank
201 4th Avenue North
Nashville, Tennessee 37219

Mr. Mike Collins
Dobson & Johnson, Inc.
311 Plus Park Boulevard
Nashville, Tennessee 37217

Mr. Thomas P. Kanaday
Attorney at Law
18th Floor
Third National Bank Building
Nashville, Tennessee 37219

BOOK 5145 PAGE 358

Mr. Merle J. Watters
State Farm Life Insurance Company
One State Farm Plaza
Bloomington, Illinois 61701

Mr. Edward L. Bakewell, Jr.
c/o Bakewell Corporation
8820 Ladue Road
St. Louis, Missouri 63124

Mr. William H. Armstrong, Jr.
744 Office Parkway
St. Louis, Missouri 63141

Mr. Paul J. Brown
Vice President
Third National Bank
201 4th Avenue North
Nashville, Tennessee 37219

Mr. Stephen W. Ramp
Attorney at Law
18th Floor
Third National Bank Building
Nashville, Tennessee 37219

Mr. James L. Roberts, Attorney
16th Floor
Third National Bank Building
Nashville, Tennessee 37219

Chicago Title Insurance Company
First American Center
Nashville, Tennessee 37238
(Policy No. G-213527)

SENDER: Be sure to follow instructions on other side

PLEASE FURNISH SERVICE(S) INDICATED BY CHECKED BLOCK(S)
(Additional charges required for these services)

☐ Show address where delivered

☐ Deliver ONLY to addressee

RECEIPT
Received the numbered article described below

REGISTERED NO.

CERTIFIED NO.
944683

INSURED NO.

SIGNATURE OR NAME OF ADDRESSEE (Must always be filled in)
Fortune-Nashville Company
Attention: Edward L. Bakewell

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

DATE DELIVERED.
DEC 23 1977

SHOW WHERE DELIVERED (Only if requested, and include ZIP Code)
Bakewell Operation

BOOK 5145 PAGE 359

U.S. POSTAL SERVICE
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300

U.S.MAIL

DEC 23 1977

(State Farm)

Postmark of Delivering Office

SENDER INSTRUCTIONS
Print in the space below your name, address, including ZIP Code.
- If special services are desired, check block(s) on other side.
- Moisten gummed ends and attach to back of article.

RETURN TO

ROBERT P. THOMAS
21st FLOOR
FIRST AMERICAN CENTER
NASHVILLE, TENNESSEE 37238

PS Form 3811 Sep. 1972 *55-16-81277-9

FORECLOSURE NOTICE

WHEREAS, default has been made in the terms, conditions and payments provided for in a certain Deed of Trust dated February 14, 1972, executed by Fortune-Nashville Company by William H. Armstrong, Jr. and Edward L. Bakewell, Jr. to Albert W. Johnson, Trustee, of record in Book 4580, page 7, Register's Office for Davidson County, Tennessee; and

WHEREAS, Albert W. Johnson resigned as Trustee under the above mentioned Deed of Trust and Robert P. Thomas was appointed Successor Trustee under said Deed of Trust by instrument of record in Book 5134, page 663, Register's Office for Davidson County, Tennessee; and

WHEREAS, notice of default has been duly given to Fortune-Nashville Company, William H. Armstrong, Jr., and Edward L. Bakewell, Jr. by letter dated April 1, 1977, duly deposited in the United States Mails on said date, Certified Mail, Return Receipt Requested, wherein the said Fortune-Nashville Company was advised of the intention of the Secured Party to foreclose the lien of said Deed of Trust if the conditions of default then existing were not cured within ten (10) days from the mailing of said notice; and

WHEREAS, the default has not been cured within the time allowed; and

WHEREAS, the entire indebtedness has been declared due and payable at the option of the lawful owner and holder of said indebtedness as provided in said Deed of Trust and the Note evidencing such indebtedness; and

WHEREAS, demand has been made for payment in full of the entire outstanding balance of said indebtedness and such payment has not been made;

NOW, THEREFORE, I, Robert P. Thomas, Successor Trustee, acting upon the demand of the lawful owner and holder of said indebtedness to foreclose said Deed of Trust, and by virtue of the power and authority vested in me as such Successor Trustee, will on Thursday, May 5, 1977, commencing at 12:00 Noon at the Front Door of the Court House in Nashville, Davidson County, Tennessee, proceed to sell at public outcry to the highest and best bidder for cash, free from the equity of redemption, dower, homestead, and all other exemptions of every kind, each of which is expressly waived in said Deed of Trust, the following described property in Davidson County, Tennessee:

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Being the same property conveyed to Fortune-Nashville Company by deed from Fortune Properties Corporation, a Missouri corporation, of record in Book 4563, page 862, Register's Office for said County.

Said sale shall be subject to the following:

1. Any and all unpaid taxes.

2. Certified copy of consent judgment in the cause of Dobson & Johnson, Inc. vs. Edward L. Bakewell, Jr., et al, Civil Action No. A-2788-P, Chancery Court for Davidson County, of record in Minute Book 2P, page 14, a certified copy of which is of record in Book 4913, page 481, Register's Office for Davidson County, Tennessee.

3. Easement for construction of a trunk sanitary sewer, granted to the City of Nashville, of record in Book 3533, page 433, Register's Office for Davidson County, Tennessee.

4. Fifteen foot public utility and drainage easements, 15-foot public utility and sewer easements, 30-foot building setback line from Plus Park Boulevard, and conditions of owner's certificate as shown on the Plan of The Plus Park, Section 7, as of record in Book 4470, page 108, Register's Office for Davidson County, Tennessee.

5. Restrictive Covenants contained in an instrument of record in Book 4530, page 348, Register's Office for Davidson County, Tennessee.

6. Restrictive Covenants contained in deed of record in Book 4548, page 895, Register's Office for Davidson County, Tennessee.

7. Any other covenants, easements, setback lines, or other matters of record or not shown by the public records which may be applicable to or affect said property.

R. P. Thomas, Successor Trustee

ROBERT P. THOMAS, SUCCESSOR TRUSTEE

BOULT, CUMMINGS, CONNERS & BERRY
21st Floor, First American Center
Nashville, Tennessee 37238
244-2582

Insertion Dates: April 14, 21, and 28, 1977.