This instrument prepared by:
James R. Wyatt, Attorney
First American Center
Nashville, Tennessee

Installment Deed

BOOK 5206 PAGE 203

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Colonial Realty Company (NAME)	Colonial Realty Company (NAME)	Map 93-6-Par. 34
600 Thompson Lane (STREET ADDRESS OR ROUTE NUMBER)	600 Thompson Lane, P.O. Box 11003 (STREET ADDRESS)	Map 93-10-Parcels, 420, 406, 407, 408, 409 & 411
Nashville, 37211, Tenn. (CITY) (P. O. ZONE) (STATE)	Nashville, 37211, Tennessee (CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of One Hundred Thousand and no/100----------

----------($100,000.00)----------*Dollars,*

of which Twenty Five Thousand and no/100----------

----------($25,000.00)----------*Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Seventy Five Thousand and no/100-----

----------($75,000.00)----------*Dollars,*

Colonial Realty Company, *has executed*

one note of even date herewith in the principal sum of $75,000.00, payable to the order of Madeline Frances Lightman Magid and Dorothy Lee Lightman Mintz in ten annual installments of $7,500.00 each, the first installment falling due one year from date and the others annually thereafter until said note is paid in full, with interest at the rate of 8% per annum, payable annually on the unpaid balance as said installments are paid, and prepayment privilege without penalty except for accrued interest on unpaid balance,

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, We, Madeline Frances Lightman Magid and Dorothy Lee Lightman Mintz,

have this day bargained and sold, and do hereby transfer and convey unto the said Colonial Realty Company,

its *(successors),* ~~heirs~~ *and assigns,*

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

Eight Tracts of land in Davidson County, Tennessee, described as follows:

TRACT 1:

Land in Davidson County, Tennessee, being Lot #3 in the subdivision of Lot #6 in the First Plan of Davidson Academy Lots, which plan of record in Minute Book "H", page 741, of the County Court for said County. Said Lot fronts 27-1/2 feet on the east side of Third Avenue South (formerly College Street) in the city of Nashville, and runs back between parallel lines 90 feet toward Second Avenue South.

TRACT 2:

Land in Davidson County, Tennessee, being part of Lot #6 in the First Plan of Davidson Academy Lots, being Lots Nos. 1 and 2 in the Subdivision of the real estate of Elizabeth Hennies, deceased, a plan of which is of record in Minute Book "H", page 741, of the County Court for said County.
Said Lot No. 1 fronts 23 feet and said Lot No. 2 fronts 27-1/2 feet on the easterly side of 3rd Ave. South, formerly College Street, and both run back between parallel lines 90 feet to a dead line.

Continued

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 100,000.00

Subscribed and sworn to before me, this the 3rd day of November, 1971

Colonial Realty Co
Affiant

My commission expires 11-17-1973 (Affix Seal)

Notary Public

RECEIVED
NOV 3 1971
REGISTER'S OFFICE
DAVIDSON CO.

TRACT 3:

Land in Davidson County, Tennessee, being parts of Lots Nos. 7 and 8 on the First Plan of the Davidson Academy Lots, not of record and being described as follows:
Beginning at a point in the eastern margin of 3rd Ave., South (formerly College Street) 148 feet north of the northeast corner of said 3rd Ave. So., and Franklin Street; running thence eastwardly and parallel with Franklin Street 106 feet to a point half way to Second Avenue South (formerly Market Street); thence northwardly 149 feet to a point; thence westwardly 106 feet to the easterly margin of 3rd Avenue South and thence southwardly 149 feet to the beginning.

TRACT 4:

Land in Davidson County, Tennessee, being the northerly part of Lot No. 7 on the First Plan of Davidson Academy Lots, not of record, described as follows:
Beginning at the westerly margin of Second Avenue South (formerly Market Street) at the corner of Lots Nos. 6 and 7 on said Plan; thence with the westerly margin of said Avenue southerly 99 feet; thence at right angles westwardly 122 feet 8 inches, more or less, to the easterly line of the Old Cartwright Lot; thence with said line north 31 feet to the northeast corner of said Cartwright Lot; thence with the northerly line of said Cartwright Lot, westerly 90 feet, more or less, to the easterly margin of 3rd Avenue South (formerly College Street); thence with the easterly margin of said Avenue, northerly 68 feet to the corner of said Lots 6 and 7; thence easterly with the line between said two lots 210 feet 4-1/2 inches to the beginning.

TRACT 5:

Land in Davidson County, Tennessee, being part of Lot #7 First Plan of Davidson Academy or Cumberland College Lots, beginning on the easterly margin of Third Avenue South (formerly College Street) at the southwest corner of the north half of Lot #7, running thence northerly along said Third Avenue South 31 feet to a stake; thence easterly at right angles 90 feet to a stake; thence southerly at right angles 31 feet to a stake; thence westerly at right angles 90 feet to the beginning.

TRACT 6:

Land in Davidson County, Tennessee, being part of Lot #6 in Davidson Academy Lots, more particularly described, as follows: Beginning at the southeast corner of said Lot #6; and in the western margin of Second Avenue South, (formerly Market Street); running thence northwardly 21 feet; thence in a straight line westwardly 109 feet; thence in a straight line southwardly 21 feet; thence with the southern boundary of Lot #6, 109 feet to the western margin of Second Avenue South.

TRACT 7:

Land in Davidson County, Tennessee, being two parts of Lot No. 8 on the First Plan of Davidson Academy Lots, not of record, described as follows:
Beginning at the northeast corner of Franklin Street and 3rd Avenue South, formerly College Street; thence with the north line of Franklin Street eastwardly 81 feet, more or less, to the southwest corner of the Dillon Lot, said deed to Dillon being of record in Book 874, page 25, Register's Office for said County; thence with the west line of the Dillon Lot northwardly 138 feet to the southerly margin of a private alley; thence with the southerly margin of said alley westwardly 81 feet, more or less, to the easterly margin of College Street; thence with said Street southwardly 138 feet to the point of beginning.

TRACT 8:

Land in Davidson County, Tennessee, being part or Lot No. 8 on the First Plan of Davidson Academy Lots, not of record, and described as follows: Beginning in the northern margin of Franklin Street, opposite the center of a partition wall, about 81-1/2 feet eastwardly from the northeast corner of Third Avenue South, formerly College Street, and Franklin Street, and running northwardly to and through the center of said partition wall and continuing the same course, in all 138 feet to a 10 foot private alley; thence eastwardly with said alley 30-1/2 feet; thence southwardly with the east line of the fence, or wall, enclosing said property 138 feet to Franklin Street; thence westwardly with the northerly margin of Franklin Street 30-1/2 feet to the beginning.

Being the same property conveyed to Madeline Frances Lightman and Dorothy Lee Lightman by deeds from Harry Lightman and wife, Lottie Lightman, of record in Book 1085, page 606, Register's Office for said County, as to Tracts 1 and 2 and from Harry Lightman, Trustee, of record in Book 1086, page 476, said Register's Office, as to Tract 3, the said Madeline Frances Lightman and Dorothy Lee Lightman having since married, now being Madeline Frances Lightman Magid and Dorothy Lee Lightman Mintz; and being the same property conveyed to Madeline F. L. Magid and Dorothy L. L. Mintz by deeds from Lottie Fisher Lightman, of record in Book 1218, page 281, said Register's Office, as to Tracts, 4, 5 and 6, from Nellie Mogan, of record in Book 2031, page 205, said Register's Office, as to Tract 7 and from Susie Orr Dillon et al, of record in Book 2445, page 206, Register's Office for said County, as to Tract 8.

unimproved ( )
This is improved ( ) property, known as ..... (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 Colonial Realty Company, ... its *(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.*

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Colonial Realty Company, ... 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 Colonial Realty Company, ... *hereinafter referred to as trustors, hereby transfer and convey unto* James R. Wyatt, *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 ... or the lien of this instr... or ...ear 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.

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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 1st day of Oct., 1977.

x Madeline Frances Lightman Magid

Madeline Frances Lightman Magid

Dorothy Lee Lightman Mintz

Dorothy Lee Lightman Mintz

COLONIAL REALTY COMPANY

By: J. B. Ragland, President

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Doris Copeland, *a Notary Public in and for said County and State,* Madeline Frances Lightman Magid and ~~Dorothy Lee Lightman Mintz~~

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

Witness my hand and official seal at Nashville, *Tennessee, this* 4 *day of* October, *19* 77.

Doris Copeland
Notary Public

Commission expires 2/21/79

DORIS COPELAND NOTARY PUBLIC DAVIDSON

STATE OF LOUISIANA
ORLEANS PARISH
COUNTY OF ..... }

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Personally appeared before me, Bernard D. Mintz, *a Notary Public in and for said County and State,* Dorothy Lee Lightman Mintz

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

Witness my hand and official seal at New Orleans, Louisiana
this 12th *day of* October, *19* 77.

Bernard D. Mintz
Notary Public

Commission expires with life

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Ruby P. Ward, *a Notary Public of the State and County aforesaid, personally appeared* J. B. Ragland *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* President *of the* Colonial 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* himself *as* President

Witness my hand and seal, at office in Nashville
this 5th *day of* October, *19* 77.

Ruby P. Ward
Notary Public

Commission expires Dec. 17, 1980

OCT-6 77	CONV	90,000.00			
OCT-6 77	CONV	10,000.00			
OCT-6 77	MORT'G	75,000.00			
OCT-6 77	S'TAX		B*	260.00	
OCT-6 77	S'TAX		B*	73.00	
OCT-6 77	PR'FEE		B*	.50	
OCT-6 77	M'DFED		B*	10.00	* 343.50

INSTALLMENT DEED

FROM

ideline Frances Lightman Nagid and

orothy Lee Lightman Mintz

TO

Colonial Realty Company

E 29834

IDENTIF. REFERENCE

Oct 6 12 41 PM '77

FELIX Z. WILSON II, REGISTER
DAVIDSON COUNTY, TENN.

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