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

Installment Deed

BOOK 5238 PAGE 205

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
David H. Friedli, et al		Map 82-13
(NAME:)	(NAME:)	
1017 5th Avenue North	SAME	Parcels 235 &
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	236
Nashville, Tn. 37219		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Thirty Five Thousand and no/100---------- ----------($35,000.00)---------- *Dollars,*

of which Ten Thousand and no/100---------- ----------($10,000.00)---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Twenty Five Thousand and no/100---- ----------($25,000.00)---------- *Dollars,*

We, David H. Friedli and Robert Allen Maynard, *have executed* one note of even date herewith in the principal sum of $25,000.00, payable to the order of Mitchell S. Magid, Sr. and B. D. Mintz, Testamentary Trustees under will of Harry Lightman, deceased, and Mitchell S. Magid, Jr., Emily Ann Magid and Steven Lightman Mintz in five annual installments of $5,000.00 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 8.5% per annum, payable annually on the unpaid balance as said installments are paid, with privilege of prepayment in part or in full at any time, without penalty, reserved by the grantees herein,

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, Mitchell S. Magid, Sr. and B. D. Mintz, Testamentary Trustees under will of Harry Lightman, deceased, and Mitchell S. Magid, Jr., Emily Ann Magid and Steven Lightman Mintz,

have this day bargained and sold, and do hereby transfer and convey unto the said David H. Friedli and Robert Allen Maynard,

their *(successors), heirs and assigns,*

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

Land in Davidson County, Tennessee, being the northerly 60 feet of Lot No. 9 and the southerly 50 feet front of the easterly 120 feet of Lot No. 10 on the Plan of George Shall's Subdivision of Lots Nos. 50 and 51 in Balch and Whiteside's Addition to Nashville, as of record in Book "Y", page 117, Register's Office for said County, described according to a survey made August 25, 1928, by W. B. Southgate, as follows:

Beginning on the westerly margin of 5th Avenue North, formerly Summer Street, 76 feet south of the southerly margin of Jefferson Street; thence with the westerly margin of 5th Avenue North, southwardly 110 feet; thence westwardly 172 feet to the easterly margin of an alley; thence with said alley, northwardly 60 feet to the line between Lots Nos. 9 and 10; thence with said line, eastwardly 52 feet; thence northwardly and parallel with the westerly margin of 5th Avenue North, 55 feet; thence eastwardly 120 feet to the beginning.

Said property was devised to Mitchell S. Magid, Jr., Emily Ann Magid, Joan Carol Mintz, Suzanne Carol Mintz, Steven Lightman Mintz and Robert Hugh Mintz by will of Harry Lightman, deceased, of record in Will Book 77, page 420, County Court for Davidson County, Tennessee.

B. D. Mintz and Bernard D. Mintz are one and the same person.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $35,000.00

Subscribed and sworn to before me, this the 29th day of Dec. 19 77

Robert Allen Maynard
Affiant

My commission expires: 8/12/81 (Affix Seal)

Doris E. Hoyle
Notary Public

DORIS E. HOYLE NOTARY PUBLIC DAVIDSON COUNTY

unimproved ( )
This is improved (X) property, known as 1029 5th Avenue North (House Number) (Street) Nashville, Tennessee 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 David H. Friedli and Robert Allen Maynard, 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.*

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* David H. Friedli and Robert Allen Maynard, 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 unnccessary 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 David H. Friedli and Robert Allen Maynard, *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 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.

BOOK 5238 PAGE 207

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 13th *day of* Dec., *19* 77.

Mitchell S. Magid Sr
Mitchell S. Magid, Sr., Testamentary Trustee

Bernard D. Mintz
B. D. Mintz, Testamentary Trustee

Mitchell S. Magid, Jr.
Mitchell S. Magid, Jr.

Emily Ann Magid
Emily Ann Magid

Steven Lightman Mintz
Steven Lightman Mintz

David H. Friedli
David H. Friedli

Robert Allen Maynard
Robert Allen Maynard

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, ..., *a Notary Public in and for said County and State,* Mitchell S. Magid, Sr., Testamentary Trustee, Emily Ann Magid, ~~David H. Friedli and Robert Allen Maynard,~~ *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* 23 *day of* December, *19* 77.

Notary Public

DORIS COPELAND NOTARY PUBLIC DAVIDSON COUNTY, TN

Commission expires 2-21-79

BOOK 5238 PAGE 208

STATE OF LOUISIANA
PARRISH
XXXXXXXXOF ORLEANS

Personally appeared before me, SAMUEL I. ROSENBERG, a Notary Public in and for said County and State, Steven Lightman Mintz and B. D. Mintz, Testamentary Trustee, the within named bargainors, 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 New Orleans, Louisiana this day of Dec., 19 77.

Commission expires Death

Notary Public

DEC29F RG CONV 35.000.00
DEC29F State of La. MTG 25.000.00
DEC29F S-TAX B* 91.00
DEC29F S-TAX B* 23.00
DEC29F PR'FEE B* .50
DEC29F W'DEED B* 8.00 * 122.50

STATE OF MARYLAND
COUNTY OF BALTIMORE

Personally appeared before me, Ann M Heisey, a Notary Public in and for said County and State, Mitchell S. Magid, Jr., the within named 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 Baltimore, Maryland this 12th day of December, 19 77.

Commission expires 7/1/78

Ann M Heisey

Notary Public

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Doris E. Moran, a Notary Public in and for said County and State, David H. Friedli and Robert Allen Maynard, the within named bargainors, 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 29th day of December, 19 77.

Commission expires 8-12-81

Doris E Moran

Notary Public

INSTALLMENT DEED

FROM
Mitchell S. Magid, Sr., et al

TO
David H. Friedli, et al

E 43889

IDENTIF. REFERENCE

DEC 29 2 48 PM '77

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TENN.

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