BOOK 5239 PAGE 1

Address New Owner as follows: Send Tax Bills To: Map-Parcel Nos:

E. B. Smith, Jr. SAME 82-15 35, 35.1, 36
201 Woodland 37, 38, 39
Nashville, Tennessee 37213

THIS INSTRUMENT PREPARED BY DEARBORN & EWING, ATTORNEYS, Suite 1200
One Commerce Place, Nashville, TN 37219

INSTALLMENT DEED

For and in Consideration of the sum of Two Hundred Forty Thousand Dollars ($240,000.00) of which Seven Thousand Dollars ($7,000.00) has been paid in cash by E. B. Smith, Jr., the receipt of which is hereby acknowledged, and for the remainder, Two Hundred Thirty-Three Thousand Dollars ($233,000.00), the said E. B. Smith, Jr. has executed, and delivered to Grantor, his promissory note, of even date herewith, payable to the order of Grantor, in fifteen (15) equal annual installments of Fifteen Thousand Five Hundred Thirty-Three and 33/100 Dollars ($15,533.33) each, said note bearing six per cent (6%) simple interest from date on the unpaid balance, and providing for payment of attorney's fees, and to secure the payment of said note, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, James W. Stewart, hereinafter referred to as "Grantor," joined by his wife, Sybil D. Stewart, who joins herein solely for the purposes hereinafter set forth, have this day bargained and sold and do hereby transfer and convey unto the said E. B. Smith, Jr., hereinafter referred to as "Grantee," his heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A tract of land in the first Civil District of Davidson County, Tennessee, being part of Lots Nos. 117, 118 and 119 and part of Lots 142 through 146 of Shelby's Third Addition to Edgefield, of record in Book 21, page 43, Register's Office for Davidson County, more particulary described by a survey by Barge, Waggoner, Sumner & Cannon, dated August 25, 1967, revised February 26, 1973, as follows:

Beginning at an iron pin on the west side of South Third Street (now called Interstate Drive) at Woodland Street; thence S 42° 59' W, 3.6 feet to the north line of Woodland Street; thence, with said north line, S 65° 12' W, 101.2 feet to a point; thence continuing with said north line on a curve to the right having a central angle of 1° 38', a radius of 1,597.0 feet, and a chord of S 66° 01' W, 45.4 feet to a corner; thence N 25° 25' W, 179.2 feet to the north side of Alley 258, now closed: thence S 65° 12' W, 100.0 feet with said north line of old Alley 258 to a corner; thence N. 25° 19' W, 135.6 feet to the south boundary of the Main Street frontage road; thence with said

south boundary of the Main Street frontage road, as follows: On a curve to the right having a central angle of 8° 53', a radius of 654.0 feet, and a chord of N 73° 52' E, 102.4 feet; on another curve to the right having a central angle of 7° 29' a radius of 662.0 feet, and a chord of N 82° 05' E, 86.2 feet; On a curve to the left having a central angle of 21° 32', radius of 125.2 feet, and a chord of N 75° 03' E, 46.8 feet, N 64° 17' E, 1.3 feet; On a curve to the right having a central angle of 90° 18', a radius of 19.0 feet, and a chord of S 70 34' E, 26.9 feet to the west line of Interstate Drive; thence with said west line, S 25° 25' E. 246.8 feet to the point of beginning. Containing 54,792 square feet, or 1.26 acres, more or less.

Also included is a portion of property formerly included in Alley 258 which has since been closed by action of the Council for Metropolitan Government of Nashville and Davidson County, Tennessee; being Council Bill No. 72-104, and a boundary line agreement pertaining to said alley, now closed, is of record in Book 4694, page 737, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to James W. Stewart by deed from Joe M. Rodgers, and wife, Helen M. Rodgers, of record in Book 5101, page 915, Register's Office for Davidson County, Tennessee.

This is unimproved property, known as _____
(House Number) (Street)

_____
P. O. Address: (City or Town) (Zip Code)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to said Grantee, his heirs and assigns forever. Grantor covenants that he 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.

Grantor further convenants and binds himself, his heirs and representatives, to warrant and forever defend the title to said real estate to said Grantee, his 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 nonpayment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, E. B. Smith, Jr., the said Grantee, joined by his wife Kathryn K. Smith, who joins herein solely for the purposes as hereinafter set forth, do sereby transfer and convey unto Lewis H. Conner, Jr.,

Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, subject to the following:

It is expressly agreed that the Grantee, his heirs and assigns, may not further encumber the property in question by any other form of secondary financing without the prior written consent of the Trustee after consultation with, and written approval of, the owner and holder of the indebtedness herein secured. Should Grantee undertake any other financing of the same, without the written consent of Trustee and the owner and holder of the indebtedness, the owner and holder of said indebtedness shall have the right, by injunction or other legal process, to prohibit any such action, and shall have the right to declare the indebtedness immediately due and payable, upon ten (10) days' notice, and enforce all other rights herein granted as in the case of nonpayment. Grantee shall have the privilege of prepayment of the indebtedness herein secured at any time upon payment of the then due and owing principal together with interest thereon to the date of payment. It is further understood and agreed that the rights of the owner and holder of the indebtedness herein secured are not personal and may be enforced only by an action at law or by enforcing the lien herein securing the indebtedness, either against the property or with respect to all assigned leases or rentals.

I further agree to pay all taxes and assessments thereon, and to pay them when due; and in case I 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 I, the said Grantee shall pay the notes aforesaid when due according to their terms, and pay taxes, as aforesaid, then this trust conveyance shall be of no further force or effect. But if I fail to pay any one of said notes or part thereof, promptly at maturity or if I fail to pay taxes, or fail to comply with any of the other obligations hereinabove set forth, or if I 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. I 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. I 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, and shall only account for the net rents actually received by him. 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 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 undersigned, his 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 Lewis H. Conner, Trustee, shall be vested in said successor.

It is expressly understood and agreed that Sybil D. Stewart, wife of James W. Stewart and Kathryn K. Smith, wife of E. B. Smith, Jr.

join herein solely for the purpose of releasing, relinquishing and quitclaiming unto Grantee any and all rights which they may have under the laws of Tennessee as to the rights of surviving spouses, and for no other purpose.

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 James W. Stewart and wife, Sybil D. Stewart and E. B. Smith, Jr. and wife, Kathryn K. Smith hereunto set our hands at Nashville, Tennessee, this the 30th day of December, 1977

James W. Stewart

Sybil D. Stewart

E. B. Smith, Jr.

Kathryn K. Smith

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

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The actual consideration or value, whichever is greater, for this transfer is $ 240,000.00

Affiant

Subscribed and sworn to before me, this the 28th day of December, 1977.

NOTARY PUBLIC

MY COMMISSION EXPIRES: 1-5-81

STATE OF TENNESSEE)
COUNTY OF)

Personally appeared before me, Barbara E. Hanson, a Notary Public in and for said County and State, the within named Kathryn K. Smith, the 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 seal, at office in Nashville, Tennessee, this the 30th day of December, 1977.

NOTARY PUBLIC

My Commission Expires: 1-5-81

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Nancy L Pope, a Notary Public in and for said County and State, the within named James W Stewart, 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 seal, at office in Nashville, Tennessee, this the 30th day of December, 1977.

NOTARY PUBLIC

My Commission Expires: May 1, 1978

E 44209

IDENTIF. REFERENCE

DEC 30 3 46 PM '77

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Nancy L Pope, a Notary Public in and for said County and State, the within named Isabel D. Stewart, the 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 seal, at office in Nashville, Tennessee, this the 30th day of December, 197 7.

Nancy L Pope
NOTARY PUBLIC

My Commission Expires: May 1, 1978

STATE OF TENNESSEE)
COUNTY OF Davidson)

Personally appeared before me, Lillian G Thomas, a Notary Public in and for said County and State, the within named [illegible], 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 seal, at office in Nashville, Tennessee, this the 30th day of Dec, 197 7.

Lillian G Thomas
NOTARY PUBLIC

My Commission Expires: 1-5-81

DEC30 77	CONV	* .00	240,000.00	
DEC30 77	MORT'G	* .00	233,000.00	
DEC30 77	S'TAX		B* 324.00	
DEC30 77	S'TAX		B* 231.00	
DEC30 77	PR'FEE		B* .50	
DEC30 77	W'DEED		B* 16.00	* 871.50