PREPARED BY
JAMES V. BARR III
BOX 15783
NASHVILLE, TN. 37215

Installment Deed

BOOK 5244 PAGE 752

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
G. Frank Cole, III	G. Frank Cole, III	82-12
(NAME:)	(NAME:)	
901 Main Street	901 Main Street	226
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, TN 37213	Nashville, Tennessee 37213	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of One Hundred Ten Thousand and no/100 ($110,000.00) Dollars, of which Fifteen Thousand and no/100 ($15,000.00) Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder Ninety-five thousand and n0/100 ($95,000.00) Dollars,

G. Frank Cole, III has executed

a note of same date in the principal amount of $95,000.00 payable at 8% interest for ten (10) years, payments to be made monthly, payable to Alfred D. McWhorter,Jr.et ex, Harriet Elizabeth McWhorter,

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, Alfred D. McWhorter, Jr., et ux, Harriet Elizabeth McWhorter

have this day bargained and sold, and do hereby transfer and convey unto the said G. Frank Cole, III, his (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being the westerly 73 feet of the 123 foot lot which constituted lots Nos.27 and 28 on the Plan of Neill S. Brown's First Addition to East Nashville, as of record in book 57, page 33, Register'f Office for said County, and the easterly 15 feet of North Ninth Street, now abandoned, adjacent thereto on the west, described together as follows:

Beginning at the northeast corner of North Ninth Street as now located and Main Street, as widened; thence with the northerly margin of said Main Street eastwardly 88 feet to the present southwest corner of the property conveyed to Hattie Bradford by deed from P. J. Murphy, et al, of record in Book 809, page 18, said Register's Office; thence with the westerly line of said Bradford property northwardly 160 feet, more or less, to the southerly margin of an alley; thence with said alley westwardly 88 feet to the easterly margin of North Ninth Street as now located; thence with said Street southwardly 160 feet, more or less, to the beginning. A two-thirds undivided interest in said property was devised to Hazel Irene Schiel, a one-sixth undivided interes in said property was devised to Esther Pauline Schiel, and a one-sixth undivided interest in said property was devised to Paul Wesley Schiel, by will of

(see attached page)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 110,000.00

Subscribed and sworn to before me, this the 17th day of January 19 79

Affiant

My commission expires: 11/7/79 (Affix Seal)

Notary Public

This is unimproved ( ) improved (X) property, known as 901 (House Number) Main Street, (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 G. Frank Cole, III, his (successors), heirs and assigns forever. me 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 our heirs and representatives, to warrant and forever defend the title to said real estate to said G. Frank Cole, III, his (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 G. Frank Cole, III hereinafter referred to as trustors, hereby transfer and convey unto First American Nat'l Bank 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 $ 75,000.00, 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 Registers 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.

Witness ..... hand ..... this ..... day of ..... January ..... , 19 78, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

Ruth M. McAllen
Anita M. Dicetan

Alfred D. McWhorter Jr.,
Harriet Elizabeth McWhorter

STATE OF TENNESSEE
COUNTY OF DAVIDSON

STATE OF FLORIDA
COUNTY OF COLLIER

G. Frank Cole III

Personally appeared before me, ALFRED D. McWHORTER, JR. + HARRIET ELIZABETH McWHORTER, a Notary Public in and for said County and State, ...

the within named bargainor....., 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 Naples Collier Florida Tennessee this 9th day of January, 19 78.

Ruth M. McAllen Notary Public

Commission expires Oct 4, 1981

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT 4 1981
BONDED THRU GENERAL INS UNDERWRITERS

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Lynn Clements, a Notary Public of the State and County aforesaid, personally appeared G. Frank Cole III, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be ..... of the ....., the within named bargainor, a corporation, and that he as such ....., being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by ..... self as .....

Witness my hand and seal, at office in Nashville, Tenn., this 19 day of January, 19 78.

Lynn Clements Notary Public

Commission expires 4-26-78

INSTALLMENT DEED

FROM
Alfred D. McWhorter, Jr., et ux

Harriet Elizabeth McWhorter

TO
G. Frank Cole, III

to

First American National Bank, Trustee

E 46793

IDENTIF. REFERENCE

JAN 19 10 14 AM '78

FELIX ... DAVI... ...TER

Compliments of
Chicago Title Insurance Company
American Trust Bldg.—S. W. Corner
Third & Union
NASHVILLE, TENNESSEE 37201

DESCRIPTION CONTINUED:

Edward E. Schiel, deceased, of record in Will Book 85, page 291, Probate Court for said County, and by reason of the closing of a part of North Ninth Street.

This conveyance is made subject to easements retained by the Metropolitan Government of Nashville and Davidson County, Tennessee, in Bill No. 66-856, Metropolitan County Council.

JAN 19[illegible]	CONV	30,000.00			
JAN 19[illegible]	CONV	20,000.00			
JAN 19[illegible]	MORT'G	95,000.00			
JAN 1978	S'TAX		B*	236.00	
JAN 1978	S'TAX		B*	93.00	
JAN 1978	PR'FEE		B*	.50	
JAN 1978	W'DEED		B*	8.00	* 337.50

THIS NOTE FURNISHED BY GUARANTY TITLE OFFICE OF CHICAGO TITLE INSURANCE COMPANY

Exhibit #2

INSTALLMENT DEED NOTE BOOK 5244 PAGE 755

"DEED OF TRUST" OR "INSTALLMENT DEED"

$ 95,000.00

Nashville, Tennessee

For value received I promise to pay to the order of Alfred D. McWhorter, Jr., et ux the principal sum of Ninety-five thousand and no/100---------- Dollars ($ 95,000.00), in monthly installments as follows, On the 1st day of February, 1978 the sum of One thousand one hundred fifty-two&61/100 Dollars ($ 1,152.61), and thereafter on the 1st day of each month the same sum of money for a period of ten years until the note is paid in full. The interest rate is 8% per annum. Any payment made after the 15th of any month is late and a 5% late charge will be included with the payment.

All installments of both principal and interest due on this note are payable in Nashville, Tennessee, at par in lawful money of the United States of America, at a place designated by the holder.

This note is secured by a Trust deed of even date duly recorded in the Register's Office of Davidson County, Tennessee, made by G. Frank Cole, III to First American National Bank, Trustee conveying

901 Main Street
Nashville, Davidson County, Tennessee

in said county.

Privilege is reserved of paying any number of said monthly payments or this note may be paid in full on any paying date.

Demand, notice and protest are expressly waived and if not paid in full at the time and in the manner above specified, then all principal and accrued interest shall, at the option of the legal holder hereof, become at once due and payable without notice and, in the event of such default, I will pay all expenses and costs, including reasonable attorney's fees, incident to collection.

WITNESS: James V. Barnes

G. Frank Cole III

RECORD OF PAYMENTS MADE

Date Paid	Interest	Principal	Balance	Init.	Date Paid	Interest	Principal	Balance	Init.	Date Paid	Interest	Principal	Balance	Init.