This instrument prepar
SCHULMAN, PRIDE & LE ROY
P. O. BOX 2707
NASHVILLE, TENN. 37219

INSTALLMENT DEED

BOOK 5297 PAGE 439

Address New Owner(s) As Follows:	Send Tax Bills To:	Map-Parcel Nos.
J. M. Grissim, Trustee	Same	93-1 (73,86)
Nashville, Tennessee	Same	

FOR AND IN CONSIDERATION of the sum of TWO HUNDRED FORTY THOUSAND AND NO/100 ($240,000.00) DOLLARS, of which FORTY THOUSAND AND NO/100 ($40,000.00) DOLLARS,has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder TWO HUNDRED THOUSAND AND NO/100 ($200,000.00) DOLLARS, the said J. M. GRISSIM, TRUSTEE, has executed three (3) promissory notes of even date herewith as follows:

Note payable to the order of Third National Bank of Nashville and Mark A. Doyne, Trustees, in the amount of One Hundred Thousand and No/100 ($100,000.00) Dollars, payable as follows: On the 9th day of July, 1978, the sum of Eight Hundred Thirty Six and 46/100 ($836.46) Dollars and thereafter one hundred seventy-eight (178) monthly installments each for a like amount on the 9th day of each succeeding month and the remaining balance on the 9th day of May, 1993, which includes principal and interest at the rate of eight (8%) per cent per annum to be applied first to the payment of interest and the remainder to principal until said sum and interest is paid in full.

Note payable to the order of(Mrs. John R.) Bettie McMillen in the amount of Fifty Thousand and No/100 ($50,000.00) Dollars, as follows: On the 9th day of July, 1978, the sum of Four Hundred Eighteen and 23/100 ($418.23) Dollars and thereafter one hundred seventy-eight (178) monthly installments each for a like amount on the 9th day of each succeeding month and the remaining balance on the 9th day of May, 1993, which includes principal and interest at the rate of eight (8%) per cent per annum to be applied first to the payment of interest and the remainder to principal until said sum and interest is paid in full.

Note payable to the order of William A. Hinton and wife, Hazel C. Hinton in the amount of Fifty Thousand and No/100 ($50,000.00) Dollars, as follows: On the 9th day of July, 1978, the sum of Six Hundred Six and 64/100 ($606.64) Dollars and thereafter one hundred nineteen (119) monthly installments each for a like amount payable on the 9th day of each succeeding month which includes principal and interest at the rate of eight (8%) per cent per annum to be applied first to the payment of interest and the remainder to principal until said sum and interest have been paid in full.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

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

Subscribed and sworn to before me, this 9th day of July, 1978.

J. M. Grissim
Affiant

My commission expires: 2-4-80

Notary Public

Said notes contain a provision that in the event of the default of any of said notes that all of said notes, at the option of the holders thereof, shall be in default and subject to the provisions of this installment deed.

Said notes provide 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, THIRD NATIONAL BANK IN NASHVILLE and MARK A. DOYNE, TRUSTEES under the will of George W. Doyne, deceased, of record in Will Book 96, page 116, in the Probate Court of Davidson County, Tennessee, (MRS. JOHN R.) BETTIE McMILLEN and WILLIAM A. HINTON and wife, HAZEL C. HINTON, do hereby transfer and convey unto the said J. M. GRISSIM, TRUSTEE, with full power to sell, transfer, convey and encumber without the joinder of any beneficiary, his successors and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Parcel K(a) on the Re-Subdivision of Parcels K(a) and K(c) on the Plan of the Re-Subdivision of Block K of the Capitol Hill Re-Development Project as of record in Book 3842, page 64, Register's Office for said County, and described as follows:

Beginning at a point in the easterly margin of 10th Circle North at the common corner of Parcels K(a) and K(b); thence with the line between said parcels North 61° 44' East, 154.96 feet to the common corner of Parcels K(a), K(b) and K(c) on said plan; thence with the line of K(a) and K(c) South 28° 34' East, 92.65 feet to a point in the northerly margin of Pearl Street; thence with the margin of the same South 61° 26' West, 164.33 feet to a point at the beginning of a curve; thence around said curve northwestwardly 38.43 feet to a point in the easterly margin of 10th Circle North; thence with the margin of the same northwardly 21.70 feet and continuing with the margin of the same North 5° 09' West, 50.62 feet to the point of beginning.

Being property vested as follows:
Third National Bank and Mark A. Doyne are Co-Trustees to George W. Doyne, deceased, one-half interest in this property that is of record in Minute Book 211, page 206, and in Will Book 96, page 116, in the Probate Court for Davidson County, Tennessee. Said George W. Doyne received his one-half interest by deed from Doyne & Kerr, Inc. of record in Book 4234, page 374, Register's Office of Davidson County, Tennessee.

(Mrs. John R.) Bettie McMillen received a one-third interest in this property by deed from the Nashville Housing Authority of record in Book 3892, page 75, Register's Office for Davidson County, Tennessee. Said(Mrs. John R.) Bettie McMillen then conveyed a one-twelfth interest to Doyne & Kerr, Inc. of record in Book 4173, page 748, Register's

Office for Davidson County, Tennessee, being part of the property that Doyne & Kerr, Inc. conveyed to George W. Doyne.

William A. Hinton and wife, Hazel C. Hinton, have a one-quarter interest in this property that was conveyed to them by The Four Corporation in Book 4481, page 353, Register's Office for Davidson County, Tennessee.

This conveyance is made subject to restrictive covenants of record in Book 2735, page 473, and restrictive covenants of record in Book 3892, page 75, in the Register's Office for Davidson County, Tennessee; an owner's certificate, a 5-foot minimum building setback line from 10th Circle North and a 5-foot easement for public utility and drainage purposes on the front lines of said lot as shown on plan of record in Book 3842, page 64, Register's Office for Davidson County, Tennessee.

This is improved property known as 10th Circle North, Nashville, Tennessee.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging,to the said J. M. GRISSIM, TRUSTEE, with full power to sell, transfer, convey and encumber, without the joinder of any beneficiary, his successors 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, except as hereinabove set forth, and taxes for the year 1978, subject to which this conveyance is executed.

We further covenant and bind ourselves, our successors, heirs and representatives, to warrant and forever defend the title to said real estate to said J. M. Grissim, Trustee, his successors 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 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 J. M. Grissim, Trustee, hereinafter referred to as trustor, hereby transfers and conveys unto I. R. Schulman, 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 erected on said property, insured in some reliable fire insurance company, or companies, for the sum of $200,000.00, 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 ten (10%) per cent 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 (30) 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 (20) 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 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 9th day of June, 1978.

THIRD NATIONAL BANK IN NASHVILLE

By: _____
& TRUST OFFICER

Mark A. Doyne
Mark A. Doyne

TRUSTEES

(Mrs. John R.) Bettie McMillen
(Mrs. John R.) Bettie McMillen

William A. Hinton
William A. Hinton

Hazel C. Hinton
Hazel C. Hinton

J. M. Grissim, Trustee
J. M. Grissim, Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Earline Fann, a Notary Public of the State and County aforesaid, personally appeared _____ with whom I am personally acquainted, and who, upon oath acknowledged himself to be Vice Pres. + Trust Officer of the Third National Bank in Nashville, Trustee under the will of George W. Doyne, deceased, the within named bargainor, a corporation, and that he as such Vice Pres. + Trust Officer, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as Vice Pres. + Trust Officer

Witness my hand and official seal at Nashville, Tennessee, this 9th day of June, 1978.

Earline Fann
Notary Public

Commission Expires:

Sept 1, 1980

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Annie H. Smith, a Notary Public in and for said County and State, Mark A. Doyne, Trustee under the will of George W. Doyne, deceased, 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 Nashville, Tennessee, this 9th day of June, 1978.

Annie H. Smith
Notary Public

Commission Expires:

6-6-81

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Albert J. Dale III, a Notary Public in and for said County and State (Mrs. John R.) Bettie McMillen, 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 Nashville, Tennessee, this 8 day of June, 1978.

Albert J. Dale III
Notary Public

Commission Expires:

Nov. 3, 1980

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Albert J. Dale III, a Notary Public in and for said County and State, William A. Hinton and wife, Hazel C. Hinton, 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 9 day of June, 1978.

Albert J. Dale III
Notary Public

Commission Expires:

Nov. 3, 1980

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Theresa Mitchell, a Notary Public in and for said County and State, J. [illegible], Trustee, 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 Nashville, Tennessee, this 9 day of June, 1978.

Theresa Mitchell
Notary Public

Commission Expires:

Feb. 4, 1980

IDENTIF. REFERENCE
JUN 12 3 10 PM '78
FELIX Z. WILSON, CLERK & MASTER
DAVIDSON COUNTY, TENN.

E 7.05.92

JUN 12 78	CONV	90,000.00	240.000.00	
JUN 12 78	CONV	90,000.00		
JUN 12 78	CONV	60,000.00		
JUN 12 78	MORT'G	90,000.00	200.000.00	
JUN 12 78	MORT'G	90,000.00		
JUN 12 78	MORT'G	20,000.00		
JUN 12 78	S'TAX		B* 624.00	
JUN 12 78	S'TAX		B* 198.00	
JUN 12 78	PR'FEE		B* .50	
JUN 12 78	W'DEED		B* 16.00	* 838.50