Box #2

PREPARED BY:
CLYDE PAUL HOLLAND, ATTORNEY
2016 PARKWAY TOWERS
NASHVILLE, TENNESSEE 37219

BOOK 5469 PAGE 772

INSTALLMENT DEED

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Richard J. Eskind, TRUSTEE	Same	93-7-25, 21, 12
L & C Tower		93-8-13
Nashville, Tennessee		

FOR AND IN CONSIDERATION of the sum of SEVEN HUNDRED THOUSAND and No/100 ($700,000.00)----------Dollars, of which TWO HUNDRED AND THREE THOUSAND and No/100 (203,000.00)----------Dollars, has been paid in cash, the receipt of which is hereby acknowledged and for the remainder of FOUR HUNDRED NINETY-SEVEN THOUSAND and No/100 ($497,000.00)---------Dollars,

RICHARD J. ESKIND, SUBSTITUTE TRUSTEE, UNDER: the Noah Liff Trust per instrument of record in Book 4012, Page 912, Register's Office for Davidson County, Tennessee, for a one-half (1/2) undivided interest; the B. B. Steiner Trust per instrument of record in Book 4386, Page 605, said Register's Office for a one-fourth (1/4th) undivided interest; and the Mitchell S. Magid Trust per instrument of record in Book 4386, Page 602, said Register's Office, for a one-fourth (1/4th) undivided interest, has executed

> one promissory note of even date herewith in the original principal amount of $497,000.00, bearing interest at the rate of ten percent (10%) per annum, due and payable in five equal annual installments of $99,400.00 each, plus interest to the date of payment on the unpaid principal balance, beginning with the first annual anniversary date of said note, and continuing on the same date each year thereafter until the entire principal balance and accrued interest to the date of payment have been paid in full, including any future increase, renewal or extension of said note;

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 TOM HARDISON, has this day bargained and sold, and do hereby transfer and convey unto the said RICHARD J. ESKIND, SUBSTITUTE TRUSTEE, as follows:

> under said instrument of record in Book 4012, Page 912, a one-half (1/2) undivided interest; under said instrument of record in Book 4386, Page 605, a one-fourth (1/4th) undivided interest; under said instrument of record in Book 4386, Page 602, a one-fourth (1/4th) undivided interest,

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater, for this transfer is $700,000.00.

Subscribed and sworn to before me this the 23 day of July, 1979.

Notary Public

My commission expires 8-18-81

Affiant

his (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND IN DAVIDSON COUNTY, TENNESSEE:

TRACT 1:

BEING the south 59.5 feet of the easterly part of Lot No. 5 and the easterly part of Lots 6, 7 and 8, Block J, on the Plan of Wood's Subdivision of the Blood Estate, as of record in Book 161, Page 82, Register's Office for said County, and described as follows:

BEGINNING at a point in the easterly margin of South First Street, as widened, in the northwest corner of the land herein described; thence within the margin of said Street, southerly 307.9 feet, more or less, to a point; thence with a curve to the left having a radius of 315.6 feet a central angle of 50° .01.5' a distance of 275.6 feet, more or less, to a point in the northerly margin of Davidson Street, as widened; thence easterly with the same, 178.8 feet, more or less, to a point; thence on a curve to the left having a radius of 330 feet a central angle of 2°19' a distance of 13.3 feet, more or less, to a point in the westerly margin of 15-foot alley; thence with the same northwardly 672.9 feet to a point; thence westerly 260 feet to the point of beginning.

TRACT 2:

BEING the southerly 3 feet of Lot No. 12, all of Lots 13 to 25, both inclusive, and part of Lots 26 and 27, Block "I", on the Plan of Wood's Subdivision of the Blood Estate, as of record in Book 161, Page 82, Register's Office for said County, and described as follows:

BEGINNING at a point in the westerly margin of South Second Street, at the southeast corner of part of Lot 12, Block I, conveyed to Nashville Bridge Company, by deed of record in Book 531, Page 78, said Register's Office; thence southerly along the westerly margin of said Street, 726 feet to a point at the beginning of a curve; thence around said curve, southwesterly 76.3 feet to a point in the northerly margin of Davidson Street, as widened; thence with the same, westerly 147 feet to the intersection of the easterly margin of a 15-foot alley; thence with the margin of said alley, northerly 688.4 feet to a point; thence easterly 175 feet to the point of beginning.

TRACT 3:

BEING the southwest corner of Lot No. 1, Block "E", part of an alley lying between Blocks "E" and "G", part of Lots Nos. 1, 2 and 3, Block "G", and that part of Benedict Street, as now closed, between Duncan Street and Riverside Drive as now located; on the Plan of Wood's Subdivision of the Blood Estate, as of record in Book 161, Page 82, register's Office for said County, and parts of Lots 10, 11, 12, 13, 14 and 15 of D. B. Cooper's Addition, as of record in Book 57, Page 154, said Register's Office, all described together as follows:

BEGINNING at a point in the northerly margin of Davidson Street, as widened, at the westerly intersection of Interstate Highway I-65; thence with the margin of said Davidson Street, westerly 643 feet to a point; continuing with said Street, westerly 873 feet to a point at the beginning of a curve; thence around said curve, northwesterly 24 feet to a point in the easterly margin of South Second Street; thence with the margin of the same, northerly 410 feet to a point at the beginning of a curve; thence around said curve, northeasterly 40 feet to a point in the southerly margin of Crutcher Street; thence with the margin of the same, easterly 1605.9 feet to a point in the westerly boundary of Interstate Highway I-65; thence with the same, South 24°33' East 222.7 feet to a point; thence South 11°27' East 166.1 feet to the point of beginning.

TRACT 4:

BEING Blocks "N" and "O" on the southerly part of the "J. E. Hanley Tract" as shown on the Plan of Wood's Subdivision of the Blood Estate, as of record in Book 161, Page 82, Register's Office for said County, and described as follows:

BEGINNING at a point in the southerly margin of the L&N Railroad right-of-way, at the northeast corner of a part of the J.E. Hanley Tract conveyed to Nashville Bridge Company by deed of record in Book 1195, Page 427, said Register's Office; thence along the Bridge Company's line, South 38-1/2° West 356.4 feet to the low-water mark of Cumberland River; thence along low-water mark of said River as follows: South 59-1/2° East 103 feet; South 56-1/2° East 276 feet; South 59°54' East 377 feet, more or less, to the corner of Blocks "O" and "P"; thence with the line between said blocks, North 35°30' East 475 feet to a point in the south line of the L&N Railroad Spur Track; thence along the southerly line of said spur track, northwesterly 252.8 feet; and continuing along said spur track line in the same direction, 250 feet, more or less, to the northwest corner of Block "N" and continuing with said spur track right-of-way northwesterly along the northerly line of the Hanley lot, 313 feet to the Beginning.

TRACT #5:

BEING part of Lot No. 6 and all of Lot No. 7, Block "K" on the Plan of Woods Subdivision of the Blood Estate, of record in Book 161, Page 82, Register's Office for said County, and also shown on the Plan of record in Book 161, Page 84, said Register's Office and described as follows:

BEGINNING at the southwest corner of South First Street and Shelby Avenue; thence southerly along the westerly margin of South First Street, 997 feet to a point in the northerly right-of-way line of the L & N Railroad Spur Track; thence along said spur track line, northwesterly 287 feet to the easterly margin of a 25-foot alley; thence northerly along the easterly margin of said alley, 603.4 feet to the northerly right-of-way line of the Sparkman Street Bridge approach, said point being in the southerly line of the property conveyed to Nashville Bridge Company, as of record in Book 1195, Page 427, said Register's Office; thence along said bridge approach line and the Nashville Bridge Company's line, easterly 8.8 feet to the southeast corner of the Bridge Company's property; thence along the Bridge Company's line, and the rear line of Lot 2, 62 feet, more or less, to the corner of Lots 1 and 2; and continuing along the rear line of Lot No. 1, 75 feet to Shelby Avenue; thence easterly along the margin of Shelby Avenue, 178 feet to the beginning; which description includes, but this conveyance EXCLUDES, 4.52 acres, more or less, previously conveyed by Installment Deed of record in Book 4657, Page 261, to the within Grantee by the within Grantor.

BEING part of the same property conveyed to Tom Hardison by deed from The Shelby Corporation of Tennessee of record in Book 4476, Page 452, Register's Office for Davidson County, Tennessee, and shown as Tracts 3, 4, 5 and 6, and part of Tract #1, in said deed.

This conveyance is subject to: Lease of record in Book 4197, Page 6; Lease of record in Book 4676, Page 834; ROW easement to Colonial Pipeline Co. as of record in Book 3675, Page 97; 18-foot access easement to Arkansas Fuel Oil Co. per plat by The Brown Engineering Corp. dated 01/26/67; Easement of record in Book 2297, Page 183,; Alley ROW easement lying within boundaries of the premises; no direct access to I-265. L&N R.R. agreements as of record in Book 340, page 627 and Book 371, Page 184; and Cheatham Dam taking as of record in Book 2245, Page 167.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said RICHARD J. ESKIND, SUBSTITUTE TRUSTEE, (successors), heirs and assigns forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and the same is unemcumbered.

I further covenant and bind myself, heirs, and representatives, to warrant and forever defend the title to said real estate to said RICHARD J. ESKIND, SUBSTITUTE TRUSTEE, (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 RICHARD J. ESKIND, SUBSTITUTE TRUSTEE, hereinafter referred to as trustor, hereby transfer and convey unto CLYDE P. HOLLAND, 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 market value, 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 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 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.

Leah Morgan Hardison, wife of Tom Hardison, joins in the execution of this instrument for the purpose of conveying any interest she might have in the described land.

This is improved property known as S W Corner Shelby Avenue and South First Street, Nashville, Tennessee.

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 23rd day of JULY, 1979.

F. 4 1 6 7 6

IDENTIF. REFERENCE

JUL 23 3 40 PM '79

FELIX A. WILSON II REGISTER DAVIDSON COUNTY, TENN.

Tom Hardison
TOM HARDISON

Leah Morgan Hardison
LEAH MORGAN HARDISON

Richard J Eskind Trustee
RICHARD J. ESKIND, SUBSTITUTE TRUSTEE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, TOM HARDISON and wife, LEAH MORGAN HARDISON and RICHARD J. ESKIND, SUBSTITUTE TRUSTEE, the within named bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes contained therein.

Witness my hand and official seal at Nashville, Tennessee, this 23rd day of JULY, 1979.

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Notary Public

My Commission Expires: 8-18-81

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

BOOK 5469 PAGE 777

RECEIVED OF _____

FOR _____

CO - CONVEYANCE	CC - CERTIFIED COPY	MS - MISCELLANEOUS
MO - MORTGAGE	MR - RELEASE	ST - STATE TAX CONVEY.
WD - WARRANTY DEED	UC - UNIFORM COMMERCIAL CODE	ST - STATE TAX MORT.
TD - TRUST & DEED		PF - PROBATE FEES

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

700000.00- CO
497000.00- MO
1820.00 CO TX
495.00 MO TX
.50 PRFEE
15.00 MDEED
CHECK 2310.50-
8493A07/23/79 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F-41676

IDENTIF. REFERENCE

JUL 23 3 40 PM '79

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 699173