Re-recorded

BOOK 5527 PAGE 622

BOOK 5516 PAGE 39

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD - 4

FROM

PROGRESSIVE BUSINESS ENTERPRISES, INC.

TO

MELVIN BOOKER and JOHN A. BOOKER

For draftsman's use

THIS INSTRUMENT PREPARED BY:
MORRIS LEVINE
Attorney at Law
1119 Stahlman Building
Nashville, Tennessee 37201

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Melvin & John A. Booker (NAME)	Same (NAME)	81-11
1735 14th Avenue, North (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	409
Nashville, Tennessee 37208 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

Nov 9 11 13 AM '71

FELIX A. ANDERSON, REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 10,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 11th DAY OF Oct. 19 71

Notary Public

MY COMMISSION EXPIRES: My Commission Expires Jan. 21, 1981

(AFFIX SEAL)

Recorded

FOR AND IN CONSIDERATION OF the sum of TEN THOUSAND ($10,000.00) ---------- DOLLARS

of which $ 3,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have agreed to pay the unpaid indebtedness secured by a vendor's lien in the principal sum of Six Thousand, Three Hundred ($6,300.00) Dollars payable in monthly installments of Two Hundred and 34/100 ($200.34) Dollars, including interest at the rate of nine (9%) percent per annum with the present balance being Two Thousand, Two Hundred Ninety and 80/100 ($2,290.80) Dollars and for the remaining balance the said grantees have executed their promissory note in the principal amount of Four Thousand, Seven Hundred Nine and 20/100 ($4,709.20) Dollars, of even date herewith, said note is payable to the order of PROGRESSIVE BUSINESS ENTERPRISES, INC., and said note being payable in monthly installments of One Hundred ($100.00) Dollars each, including interest at the rate of ten (10%) percent, however, no interest shall accrue during the first six (6) months preceding the execution of this instrument with interest to commence six (6) months from and after date; first payment shall be due and payable six (6) months from and after date and monthly thereafter until entire principal and interest is paid in full, and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

PROGRESSIVE BUSINESS ENTERPRISES, INC., a Tennessee corporation with its principal office in Nashville, Tennessee hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto MELVIN BOOKER and JOHN A. BOOKER, a one-half (1/2) undivided interest each, herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING Lot No. 3 in W. S. Settle's Subdivision of Lot No. 7 of the Woodward Property, as of record in Book 57, page 132, said Register's Office.

Said Lot No. 3 fronts 53-1/2 feet on the north side of Buchanan Street, formerly Hyde's Ferry Turnpike and runs back with the westerly margin of 14th Avenue North 176 feet to an alley on which it measures 53 feet.

Being the same property conveyed to Progressive Business Enterprises, Inc. by deed from Nathan Diamond, David Diamond, Margaret Diamond Lyon and Ruth Diamond Finkelstein of record in Book 5229, page 96, Register's Office for said County.

This instrument is being re-recorded to change the acknowledgement.

This is unimproved ( ) improved (X) property, known as 1400-1402 Buchanan Street (House Number) (Street) Nashville, Tennessee (P. O. Address: City or Town) (Postal Zone)

Re-Record

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HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their 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 the said real estate to said grantees, their 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 non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said grantees herein do hereby transfer and convey unto Morris Levine Trustee, his successors and assigns, the real estate hereinabefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantees do hereby 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 at least the sum of $ 7,000.00 until the notes herein secured are 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 and holder of said notes, as his interest may appear. We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case we 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 we, the said grantees, shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if we fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; we 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 conveyance. We 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, and shall only account for the net rents actually received by him. We 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. 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 advise 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 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 the grantees herein, their heirs, 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the 16th day of October 19 79.

Melvin Booker

John A Booker

Abner Rodgers Pres.
PROGRESSIVE BUSINESS ENTERPRISES, INC.
BY: Abner Rodgers, President

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Charles M. Robin, a Notary Public in and for said County and State, the within named Melvin Booker

the bargainor S, 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 16th day of October, 19 79.

Charles M. Robin, Notary Public.

Commission expires My Commission Expires Jan. 27, 1981

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Charles M. Robin, a Notary Public of the State and County aforesaid, personally appeared ABNER RODGERS, with whom I am personally acquainted, and who, upon oath, acknowledged him self to be President of the PROGRESSIVE BUSINESS ENTERPRISES, INC., the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by him self as President.

Witness my hand and seal, at office in Nashville, this 16th day of October, 1979.

Charles M. Robin, Notary Public.

Commission expires My Commission Expires Jan. 27, 1981

Re-Record

BOOK 5527 PAGE 624

9459 10/18 [illegible] CHECK

BOOK 5516 PAGE 41

TO 1944 CA (8-74)

(Individual)

TITLE INSURANCE AND TRUST

A TICOR COMPANY

STATE OF CALIFORNIA
COUNTY OF Los Angeles } SS.

On October 1, 1979 before me, the undersigned, a Notary Public in and for said State, personally appeared **John A. Booker**,

, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

Signature Yvonne Costa

STAPLE HERE

OFFICIAL SEAL
YVONNE COSTA
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires JUN 18, 1982

(This area for official notarial seal)

F. 5836 D

RECORDED
IDENTIF. REFERENCE

Oct 18 12 11 PM '79

FILED FOR RECORD AT REQUEST OF
DAVIDSON COUNTY TITLE