This instrument prepared by:
Seymour Samuels, Jr.
501 Union Street
P. O. Box 2707
Nashville, Tennessee 37219

Installment Deed

ADDRESS NEW OWNER (S)AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
c/o Glenn Dukes	Same	Map 93-6-2
818 Nashville City Bank Bldg. (NAME)	(NAME)	Par. 58
~~315 Union Street~~ (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS) BOOK 5571	PAGE 88
Nashville, Tenn. 37201 (CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of SIXTY-SIX THOUSAND NINE HUNDRED FIFTY (66,950.00) ---------- *Dollars,*
of which TEN THOUSAND (10,000.00) ---------- *Dollars, has been paid in cash,*
the receipt of which is hereby acknowledged, and for the remainder FIFTY-SIX THOUSAND NINE HUNDRED FIFTY (56,950.00) ---------- *Dollars,*
Market Street Development Corp., Landmark Contracting, Inc., The Cumberland Group, Inc. and D & H Investments, a Tennessee ~~xxxxxxxx~~ partnership consisting of Glenn Dukes, Buddy Dukes and Wade Horton, (according to an agreement of even date herewith among the Grantees which in no way alters the unconditional joint and several obligations of the Grantees under the said note or this deed); have executed their joint and several promissory note dated February 6, 1980, payable five (5) years from its date, which joint and several promissory note bears interest at the rate of 12% per year, payable monthly,

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, Valerie Feldman Pargh, formerly Valerie S. Feldman, ~~has~~ does *bargained and sold, and do hereby transfer and convey unto the said* Market Street Development Corp., Landmark Contracting, Inc., The Cumberland Group, Inc. and D & H Investments, a Tennessee partnership consisting of Glenn Dukes, Buddy Dukes and Wade Horton, *the Grantees herein, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Being the improved real property known as 135-137 Second Avenue North in Nashville, Davidson County, Tennessee, located in the First Civil District and the 18th Councilmanic District of the Metropolitan Government of Nashville and Davidson County, more particularly described as follows:

Being part of lot No. 29 on the Plan of the Original Town of Nashville, not of record, described as follows:

Beginning on the westerly margin of Second Avenue, North, formerly Market Street, as widened, at the northeast corner of the property conveyed to Louie Gasser by deed from John V. Orman, et al, of record in Book 1320, page 100, Register's Office for said County; thence with said Avenue northwardly 45 feet, more or less, to the center of an 18 inch wall, the southeast corner of the property conveyed to Hugh F. Smith, Jr. and wife, by deed from Mae K. Metz and husband, of record in Book 1306, page 19, said Register's Office; thence with the center of said wall and with the southerly line of said Smith property westwardly 85 feet, more or less, to the easterly margin of an alley; thence with said alley southwardly, 45 feet, more or less, to the northwest corner of said Gasser property; thence with said Gasser's northerly line eastwardly 85 feet, more or less, to the beginning.

Being the same property conveyed to Valerie S. Feldman by deed, dated January 19, 1979, from Ned Feldman, of record in Book 5387, page 94, Register's Office of Davidson County, Tennessee.

Bernard Pargh, the husband of Valerie Feldman Pargh, joins in the execution of this deed for the purpose of conveying and releasing any rights which he may have in the property by reason of the marital status.

With reference to the vendor's lien retained to secure the promissory note given for the deferred payments and the deed of trust for the same purpose provided for in this installment deed, it is understood that the Grantee and trustor or his assignees intends to convert the said property into six condominium units pursuant to the Tennessee Horizontal Property Act (T.C.A. 64-2701 et seq.) and,when this is accomplished, the vendor's lien and the lien of the deed of trust shall be released as to any condominium unit upon the payment to the holder of the note secured hereby of $9,491.67, representing one-sixth of the principal amount of such promissory note, plus interest accrued to the date of payment.

942

02/27 241.34- CHECK

F 7 8 2 7 0

IDENTIF. REFERENCE

FEB 27 3 46 PM '80

FELIX E. ALLEN JR REGISTER
DAVIDSON COUNTY, TENN.

RUSH

STATE OF TENNESSEE,
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 66,950.00

Subscribed and sworn to before me, this the 26th day of February 19 80

Affiant

My commission expires 6-3-81

(Affix Seal)

Notary Public

This is improved ( ) unimproved ( ) property, known as 135-137 Second Avenue North, Nashville, Tennessee

(House Number) (Street) 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 Grantees their (successors), 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, except the northerly wall of the building on the land is a party wall.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Grantees, their (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 installaments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Grantees hereinafter referred to as trustors, hereby transfer and convey unto Ned Feldman, *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 $*57,000.00*, 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 and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, 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 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 26th day of February *19* 80

Valerie Feldman Pargh
VALERIE FELDMAN PARGH

Bernard Pargh
BERNARD PARGH

MARKET STREET DEVELOPMENT CORP.
By: Charles Fal

LANDMARK CONTRACTING, INC.
By: E. Frank Egan, Secretary

THE CUMBERLAND GROUP, INC.
By: E. Frank Egan, Secretary

D & H INVESTMENTS, A Tennessee Partnership
By: Partner

By: Partner

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Annie G. Smith, a Notary Public of the State and County aforesaid, personally appeared Charles Biderman, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be President of Market Street Development Corpo., 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 himself as President.

Witness, my hand and official seal at office in Nashville, Tennessee, this 26th day of February, 1980.

Annie G. Smith
Notary Public

Commission Expires: 6-2-81

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BOOK 5571 PAGE 91

Personally appeared before me, Annie B. Smith, *a Notary Public in and for said County and State,* Valerie Feldman Pargh and her husband, Bernard Pargh, *the within named bargainor...S, 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* 26th *day of* February, *19*80

Annie B. Smith *Notary Public*

Commission expires 6-2-81

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Annie B. Smith, *a Notary Public of the State and County aforesaid, personally appeared* J. Frank Ryan, *with whom I am personally acquainted, and who, upon oath, acknowledged himself to be* Secretary *of the* Landmark Contracting, Inc., *the within named bargainor, a corporation, and that* he *as such* Secretary, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as* Secretary.

Witness my hand and seal at office in Nashville, Tennessee, *this* 26th *day of* February, *19*80

Annie B. Smith *Notary Public*

Commission expires 6-2-81

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Annie B. Smith, a Notary Public of the State and County aforesaid, personally appeared J. Frank Ryan, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Secretary of The Cumberland Group, Inc., the within named bargainor, a corporation, and that he as such Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Secretary.

Witness my hand and official seal at office in Nashville, Tennessee, this 26th day of February, 1980.

Commission Expires: 6-2-81

Annie B. Smith
Notary Public

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this 26th day of February, 1980, before me personally appeared Hoderw Hale and Buddy Dukes to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they are partners in D & H Investments, and that they executed the same as the free act and deed of themselves and of D & H Investments, for the purposes therein contained.

Witness my hand and seal at office in Nashville, Tennessee, this 26th day of February, 1980.

Commission Expires: 6-2-81

Annie B. Smith
Notary Public

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5571 PAGE 92

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			66950.00- CO	
			56950.00- MO	
			173.94 CO TX	
			54.90 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK	241.34-
4942A02/27/80			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 78270

IDENTIF. REFERENCE

FEB 27 3 46 PM '80

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TENN.

No. 744174