STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS
$ 225,000.00 Chas M Rafi
Affiant
SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 6th DAY OF May 1980
Deputy Register

This Instrument Was Prepared By
Morris Levine
MORRIS LEVINE, Attorney-at-l
717 Stahlman Bldg., Nashville, Tenn.

74960

Installment Deed

BOOK 5598 PAGE 885

FOR AND IN CONSIDERATION of the sum of

----------TWO HUNDRED TWENTY-FIVE THOUSAND ($225,000.00)---------- *Dollars,*

of which

----------FORTY THOUSAND ($40,000.00)---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder

----------ONE HUNDRED EIGHTY-FIVE THOUSAND ($185,000.00)---------- *Dollars,*

THE CUMBERLAND GROUP, a partnership, has executed its promissory note in the principal sum of $185,000.00, of even date herewith, which said note is payable to the order of Richard James Stelzer, as to a 1/4 undivided interest; Stephen H. Suffin, Trustee and Elizabeth W. Stelzer, Successor Trustee, as to a 1/4 undivided interest; Morris Brown, as to a 1/8 undivided interest; Jenita B. Jacobs, as to a 1/8 undivided interest; Pauline H. Franklin, as to a 1/8 undivided interest; and Helen May Brous Brown and Morris Brown executors and trustees under the will of Adolph Brown, deceased, a 1/8 undivided interest. Said note provides for the payment of attorney's fees, if placed in the hands of an attorney for collection. Said note being payable in two equal installments of $92,500.00 on principal. The first installment of $92,500 shall be due and payable on December 30, 1981, and the second installment of $92,500.00 shall be due and payable on Dec. 30, 1983. The interest on the unpaid principal balance shall accrue at the rate of 10% per annum and shall be due and payable annually. The first installment of interest shall be due on December 30, 1980; the second installment of interest shall be due on December 30, 1981; the third installment of interest shall be due on December 30, 1982; and the last installment of interest shall be due on December 30, 1983.

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, we, RICHARD JAMES STELZER, STEPHEN H. SUFFIN, Trustee and ELIZABETH W. STELZER, Successor Trustee, MORRIS BROWN, JENITA B. JACOBS, PAULINE H. FRANKLIN, and HELEN MAY BROUS BROWN and MORRIS BROWN, executors, etc.,

have this day bargained and sold, and do hereby transfer and convey unto the said

THE CUMBERLAND GROUP, a partnership,

its *(successors), heirs and assigns,*

certain real estate in Davidson County, Tennessee, as follows:

Being part of Lot No.14 on the original plan of the Town of Nashville, not of record, described as follows:

Beginning on the easterly margin of Second Avenue North, formerly Market Street, at the southwest corner of the property conveyed to Golda T. Blum, et al, by deed from Edwin Warner, et al., of record in Book 615, page 420, Register's Office for said County; thence with the easterly margin of said Avenue, southwardly 42 feet, more or less, to the northwest corner of a part of Lot No. 14 conveyed to H. G. Lipscomb and company by deed from Joseph R. West, Clerk and Master, of record in Book 871, page 269, said Register's Office; thence with said Lipscomb's northerly line eastwardly 211 feet, more or less, to the westerly margin of First Avenue North; thence with said Avenue, northwardly 42 feet, more or less, to said Blum and others southeast corner; thence with the southerly line of same, westwardly 212 feet, more or less, to the beginning.

A 1/4 undivided interest in said property was conveyed to Richard James Stelzer, by deed from Elmore Stelzer, of record in Book 4534, page 799, said Register's Office; a 1/4 undivided interest was conveyed to Jay M. Stelzer, H. Wade Stelzer and Stephen H. Suffins, Trustees, by deed from Adolph Stelzer, of record in Book 4768, page 493, said Register's Office; By deed of record in Book 5508, page 804, Register's Office for said County, the said Jay M. Stelzer and H. Wade Stelzer conveyed their interest in subject property to Elizabeth W. Stelzer, successor trustee, and Stephen H. Suffin, Trustee; a 1/8 undivided interest was conveyed to Morris Brown and a 1/8 undivided interest was conveyed to Jenita B. Blum, now Jacobs, by deed from Condra Development Company, of record in Book 1555, page 417, said Register's Office; a 1/8 undivided interest vested in Helen May Brous Brown and Morris Brown as executors and trustees under the will of Adolph Brown, deceased, of record in Will Book 73, page 72, County Court Clerk's Office for Davidson County, Tennessee; and a 1/8 undivided interest vested in Pauline H. Franklin, devisee under the will of Bernard Brown, deceased, of record in Will Book 63, page 477, said Clerk's Office.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said THE CUMBERLAND GROUP, a partnership, its *(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.*

We *further covenant and bind* ourselves and our *heirs and representatives, to warrant and forever defend the title to said real estate to said* THE CUMBERLAND GROUP, a partnership, its *(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 THE CUMBERLAND GROUP, a partnership, *hereinafter referred to as trustors, hereby transfer and convey unto* HARRIS GILBERT, *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 $185,000.00, *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

STATE OF CALIFORNIA
County of LOS ANGELES

OFFICIAL SEAL
LAURADELE M. CLEWELL
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires Oct. 25, 1982

Personally appeared before me, LAURADELE M. CLEWELL, a Notary Public in and for said County and State, the within named STEPHEN N. SUFFIN, TRUSTEE, AND RICHARD JAMES STELZER

the 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 LOS ANGELES, CALIF, this 26th day of FEBRUARY, 1980

Commission Expires 10-25-82 Lauradele M. Clewell, Notary Public

STATE OF CALIFORNIA
County of LOS ANGELES

OFFICIAL SEAL
LAURADELE M. CLEWELL
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires Oct. 25, 1982

Personally appeared before me, LAURADELE M. CLEWELL, a Notary Public in and for said County and State, the within named ELIZABETH W. STELZER, SUCCESSOR TRUSTEE,

the 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 Los Angeles, Calif. this 27th day of FEBRUARY, 1980

Commission Expires 10-25-82 Lauradele M. Clewell, Notary Public

STATE OF Virginia
County of Arlington

Personally appeared before me, Margaret C. Nash, a Notary Public in and for said County and State, the within named Pauline H. Franklin

the 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 Arlington, Virginia, this 24 day of March, 1980

Commission Expires May 4,1982 Margaret C. Nash, Notary Public

STATE OF N.Y.
County of N.Y.

Personally appeared before me, BENJAMIN WEISS, a Notary Public in and for said County and State, the within named HELEN MAY BROWS BROWN

BENJAMIN WEISS
Notary Public, State of New York
No. 41-4512497
Qualified in Queens County
Certificate Filed in New York County
Commission Expires March 30, 1981

the 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 NEW YORK CITY this 28 day of MARCH, 1980

Commission Expires 3-30-80

Benjamin Weiss, Notary Public

STATE OF Florida
County of Broward

Personally appeared before me, SOPHIE A. FURMAN, a Notary Public in and for said County and State, the within named MORRIS BROWN

the 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 Ft. Lauderdale, Fla. this 11 day of April, 1980

Commission Expires NOTARY PUBLIC STATE OF FLORIDA AT LARGE MY COMMISSION EXPIRES MAR 28 1983 BONDED THRU GENERAL INS. UNDERWRITERS

Sophie G. Furman, Notary Public

STATE OF Florida
County of Broward

Personally appeared before me, Sophie G. Furman, a Notary Public in and for said County and State, the within named Morris Brown Executor - Trustee

the 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 Ft. Lauderdale, Fla. this 21st day of April, 1980

Commission Expires NOTARY PUBLIC STATE OF FLORIDA AT LARGE MY COMMISSION EXPIRES MAR 28 1983 BONDED THRU GENERAL INS. UNDERWRITERS

Sophie G. Furman, Notary Public

STATE OF FLORIDA
County of BROWARD

Personally appeared before me, Cora L Striggles, a Notary Public in and for said County and State, the within named Jenita B. Jacobs

the 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 Pompano Beach, Fla. this 14th day of April, 1980

Cora L Striggles, Notary Public

Commission Expires NOTARY PUBLIC STATE OF FLORIDA AT LARGE MY COMMISSION EXPIRES DEC 4 1983 BONDED THRU GENERAL INS. UNDERWRITERS

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 Buddy R. Dukes, Leonard Primm, G. Frank Ryan, Glenn G. Dukes, Steve H. Snowden

the 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, Davidson County, Tennessee, this 5th day of May, 1980

Commission Expires Jan 27, 1981 Chas M Robin, Notary Public

STATE OF
County of

Personally appeared before me, , a Notary Public in and for said County and State, the within named

the bargainor, with whom I am personally acquainted, and who acknowledged that executed the within instrument for the purposes therein contained.

Witness my hand and official seal at , this day of , 19

Commission Expires , Notary Public

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

THE CUMBERLAND GROUP, a partnershp

BY: Buddy R. Dukes
Buddy R. Dukes

BY: Leonard E. Primm
Leonard Primm

BY: G. Frank Ryan
G. Frank Ryan

BY: Glenn G. Dukes
Glenn G. Dukes

BY: Steve H. Snowden
Steve H. Snowden

Richard James Stelzer

Stephen H. Suffin, Trustee

Morris Brown

Morris Brown executor and trustee.

Elizabeth W. Stelzer

Elizabeth W. Stelzer, Successor Trustee

Pauline H. Franklin

Pauline H. Franklin

Jenita B. Jacobs

Helen May Brous Brown

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, ..., a Notary Public in and for said County and State, ...

the within named bargainor....., with whom I am personally acquainted, and who acknowledged executed the within instrument for the purposes therein contained.

Witness my hand and official seal at ..... Tennessee, this ..... day of ....., 19..

Notary Public.

Commission expires .....

STATE OF.....
COUNTY OF.....

BOOK 5598 PAGE 891

Personally appeared before me, ..., a Notary Public in and for said County and State, ...

the within named bargainor....., with whom I am personally acquainted, and who acknowledged that..... executed the within instrument for the purposes therein contained.

Witness my hand and official seal at....., this.....day of....., 19.....

.....*Notary Public*

Commission expires.....

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ..., a Notary Public of the State and County aforesaid, personally appeared....., with whom I am personally acquainted, and who, upon oath, acknowledged .....self 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 corporatoin by .....self as.....

Witness my hand and seal, at office in....., this.....day of....., 19.....

.....*Notary Public*

Commission expires.....

INSTALLMENT DEED

FROM

RICHARD JAMES STELZER, ET AL

TO

THE CUMBERLAND GROUP, a partnership

88168

IDENTIF. REFERENCE

MAY 6 12 31 PM '80

FELIX ZOLLICOFFER REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

Guaranty Title Company

A Division of

Kansas City Title Insurance Company

American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF Book 5598 PAGE 891-A

FOR

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
			225000.00-	CO
			185000.00-	MO
			565.00	CO TX
			163.00	MO TX
			.50	PRFEE
			21.00	WDEED
			CHECK	789.50-
			7460A05/06/80 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 88168

IDENTIF. REFERENCE

MAY 6 12 31 PM '80

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 756213