This instrument prepared by:
Goodpasture, Carpenter & Woods
Suite 1911, One Commerce Place
Nashville, Tennessee 37239

Installment Deed

BOOK 5656 PAGE 260

4653 09/26 360.50 CHECK

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Eastland Properties, Inc.	William A. Burnett, Jr.	72-130-410
(NAME:) Suite 1520 Commerce Place	(NAME:) 1301 Gallatin Road	72-13-409
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee 37239	(STREET ADDRESS) Nashville, TN 37206	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of One Hundred Thousand and no/100----- ($100,000.00)----------*Dollars,* *of which* Ten Thousand and no/100 ($10,000.00)---------- ----------*Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* of Ninety Thousand and no/100 ($90,000.00)----------*Dollars,*

Eastland Properties, Inc., a Tennessee corporation *has* s *executed* a promissory note of even date herewith payable to Rebecca P. Bostick in the principal sum of $90,000.00 with interest thereon at the rate of ten percent (10%) per annum payable in one hundred twenty (120) monthly installments as follows: $1,189.36 payable on October 25, 1980, and a like amount on the twenty fifth day of each month thereafter with the full balance of principal and interest due in the 120th installment except that the Grantees may pay the indebtedness in full at any time prior to the due date of the 120th installment.

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, I, Rebecca P. Bostick

have this day bargained and sold, and do hereby transfer and convey unto the said Eastland Properties, Inc., a Tennessee corporation, their

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

TRACT NO. I: Being the southerly 100 feet of Lot No. 1 on the Plan of Sharpe & Horn's Fourth Addition to Nashville, as of record in Book 161, page 172, Register's Office for Davidson County, Tennessee, described as follows:

BEGINNING at the northeast corner of the Gallatin Road and Douglas Avenue, formerly Hinton Street, being the southwest corner of said Lot No. 1; thence with the easterly margin of said road northwardly 100 feet to the southwest corner of the Alexander lot; thence with the southerly line of said lot eastwardly to the line between lots Nos. 1 and 2 on said plan; thence with said line southwardly 100 feet more or less, to the northerly margin of Douglas Avenue; thence with the northerly margin of said Avenue westwardly 132 feet to the beginning.

Being the same property conveyed to C. R. Bostick and wife, Rebecca Bostick, by deed from Robert O. Shaw, unmarried, of record in Book 1451, page 385, Register's Office for said County. The said C. R. Bostick having since died.

(continued)

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater for this transfer is $ 100,000.00

Subscribed and sworn to before me, this the 25th day of September 1980

My commission expires: 11/24/80 (Affix Seal)

Affiant

Nancy O. Lipscomb
Notary Public

N. LIPSCOMB NOTARY PUBLIC

(continued from page 1)

TRACT II: Being the northerly part of Lot No. 1 on the Plan of Sharpe and Horn, 4th Edition, as of record in Book 161, page 172, Register's Office for said County, and more particularly described as follows:

BEGINNING on the easterly margin of the Gallatin Pike at a point 100 feet north of the northerly margin of Douglas Avenue, formerly Hinton Street; thence with the easterly margin of said Pike, northerly 78.25 feet to an alley; thence with said alley eastwardly 78-1/2 feet to the corner of Lots 1 and 2; thence with the line between said two lots, south 70 feet; thence westwardly 100 feet, more or less, to the beginning.

Being the same property conveyed to Rebecca P. Bostick, by deed from R. E. Worrall, County Court Clerk, of record in Book 3674, page 253, Register's Office for said County.

This is unimproved ( ) improved (X) property, known as 1301-05 Gallatin Rd., Nashville, Tennessee 37206
(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 Eastland Properties, Inc., their *(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 that the same is unencumbered,* except as of record.

I *further covenant and bind* myself, my *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 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 Eastland Properties, Inc. *hereinafter referred to as trustors, hereby transfer and convey unto* William F. Carpenter, Jr., *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 $ full 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 ... cd, 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 und 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 25 *day of* September *19* 80

Rebecca P. Bostick

Rebecca P. Bostick

EASTLAND PROPERTIES, INC.

BY: William A. Burnett, Jr.

William A. Burnett, Jr.,
Secretary

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 that..... 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 Tennessee }
COUNTY OF Davidson }

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Personally appeared before me, the undersigned *, a Notary Public in and for said County and State,* Rebecca P. Bostick

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* 25th *day of* September *, 19*80

Nancy O. Lipscomb *Notary Public*

Commission expires 11/29/80

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, the undersigned *, a Notary Public of the State and County aforesaid, personally appeared* William A. Burnett, Jr. *, with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* Secretary *of the* Eastland Properties, 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* him *self as* Secretary .

Witness my hand and seal, at office in Nashville, Tennessee *this* 25th *day of* September *, 19*80.

Nancy O. Lipscomb *Notary Public*

Commission expires 11/29/80

INSTALLMENT DEED

FROM

REBECCA P. BOSTICK

TO

EASTLAND PROPERTIES, INC.

RUSH

G 0 9 6 9 0

IDENTIF. REFERENCE

SEP 26 9 32 AM '80

Chicago Title Insurance Company
First American Center — Phone 255-1631
NASHVILLE, TENNESSEE 37238

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

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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
			100000.00- CO	
			90000.00- MO	
			260.00 CO TX	
			88.00 MO TX	
			.50 PRFEE	
			12.00 WDEED	
			CHECK 360.50-	
4653A09/26/80			BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G09690

IDENTIF. REFERENCE

SEP 26 9 32 AM '80

No. 782423