This instrument prepared by:
SCHULMAN, PRIDE & LEROY
P. O. BOX 2707
NASHVILLE, TENN. 37219

mail

Installment Deed

BOOK 5728 PAGE 551

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
G R & S Investments, Inc.	Same	Map 92-2, Par. 82, Map 92-11, Par. 27
(NAME): 6670 Jocelyn Hollow Road	(NAME):	Map 92-3, Par. 12 Map 92-11, Par. 35
(STREET ADDRESS OR ROUTE NUMBER): Nashville Tennessee	(STREET ADDRESS):	Map 92-7, Par. 363
(CITY) (STATE) 37205 (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of FIVE HUNDRED SIXTY THOUSAND AND NO/100 ($560,000.00) *Dollars, of which* FIFTY THOUSAND AND NO/100 ($50,000.00) *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* FIVE HUNDRED TEN THOUSAND AND NO/100 ($510,000.00) *Dollars,* the said G R & S Investments, Inc. has executed its promissory note of even date herewith, payable to the order of Alven S. Ghertner, as follows: ~~XXXXXXXXX~~ On the 10th day of June, 1981, the sum of Four Thousand Seven Hundred Thirty-Four and No/100 ($4,734.00) Dollars and thereafter one hundred seventy-eight (178) monthly installments each for a like amount on the 10th day of ~~_____~~ of each succeeding month, which includes principal and interest at the rate of eleven (11%) per cent per annum to be applied first toward the payment of interest and the remainder to principal, with an additional payment of Twenty-Five Thousand and No/100 ($25,000.00) Dollars on the 1st day of April, 1982, and another additional payment of Twenty-Five Thousand and No/100 ($25,000.00) Dollars on the 1st day of April, 1983, and the balance of the indebtedness, including accrued interest due and payable on the 1st day of March, 1996,

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, Alven S. Ghertner and wife, Jean Fleisman Ghertner,

have this day bargained and sold, and do hereby transfer and convey unto the said. G R & S Investments, Inc., a Tennessee corporation,

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

See Exhibit A attached hereto.

G R & S Investments, Inc., its successors or assigns, agree that it (i) will not remove, demolish or alter the design or structural character of any building now or hereafter erected upon the premises unless the holder of the note secured hereby shall first consent thereto in writing; (ii) will maintain the premises in good condition and repair; (iii) will not commit or suffer waste thereof; and (iv) will comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the premises and will not suffer or permit any violation thereof.

04/02 1982 .50- CHECK

8277

IDENTIFICATION REFERENCE

APR 2 3 13 PM '81

FELIX A. WILSON REGISTER
DAVIDSON COUNTY, TENN.

335857

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 560,000.00

Subscribed and sworn to before me, this the 1st day of Affiant

19 81

M.S. commission expires: 6-5-81

(Affix Seal) Notary Public

unimproved ( )

This is improved (X) property, known as 2100-2102 Clifton Road, 2018 Jefferson Street, 2714 Jefferson Street, 2011 Jo Johnston Avenue and 2009 Jo Johnston Avenue, 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 by taxes for the year 1981, which have been prorated and assumed by the Grantee, and sewer or storm drainage easement granted of record in Book 4187, page 992, RODC, Tenn.

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 John A. Gupton, III, 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:

510,000.00

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 $....., 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 1st *day of* April, *19* 81

G R & S INVESTMENTS, INC.

By: Gilbert Long
President

Alven S. Ghertner

Jean Fleisman Ghertner

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 }

BOOK 5728 PAGE 554

Personally appeared before me, Annie L Smith, *a Notary Public in and for said County and State,* Alven S. Ghertner and wife, Jean Fleisman Ghertner,

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 1st *day of* April, *19* 81

Annie L. Smith *Notary Public*

Commission expires 6-2-81

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Annie L Smith, *a Notary Public of the State and County aforesaid, personally appeared* Gilbert R. Sosby,
with whom I am personally acquainted, and who, upon oath, acknowledged him *self to be* President
of the G R & S Investments, 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, Tennessee,
this 1st *day of* April, *19* 81

Annie L Smith *Notary Public*

Commission expires 6-2-81

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM
Alven S. Ghertner et ux

TO
G R & S Investments, Inc.

Compliments of
Chicago Title Insurance Company
First Floor — First American Center
Phone 255-4631
NASHVILLE, TENNESSEE 37238

Chicago Title Insurance Company
2000 Richard Jones Road
Nashville, Tenn. 37215
Phone 298-2627

EXHIBIT A

PARCEL NO. 1: Being Lots Nos. 48 and 49 on the Plan of O. H. Menees' Subdivision of the Boyd McNairy lots as of record in Book 57, page 89, Register's Office for said County. Said Lots Nos. 48 and 49 front together 100 feet on the northerly side of Jefferson Street and extend back between parallel lines 164 feet more or less to the southerly margin of Madison Street.

Being the same real property conveyed to Alven S. Ghertner, Gerald H. Ghertner, Leonard C. Ghertner and Frank R. Giardina by deed from Eugene Pargh, et al, as of record in Book 3461, page 2, said Register's Office.

Being the same real property in which an undivided one-fourth interest was conveyed to Alven S. Ghertner by deed from Frank Giardina as of record in Book 3616, page 547, said Register's Office.

Being the same real property in which an undivided one-half interest was conveyed to Alven S. Ghertner by deed from Gerald H. Ghertner and Leonard C. Ghertner as of record in Book 3710, page 131, said Register's Office.

PARCEL NO. 2: Being Lot No. 1 on the Map of the Subdivision of part of the W. B. Cooper Estate formerly owned by Mrs. L. D. Parmer as of record in Book 421, page 78, Register's Office for said County.

Said Lot No. 1 fronts 33 feet on the westerly side of 21st Avenue North and runs back between parallel lines 92 feet along the south margin of the first alley north of Clifton Pike to another alley in the rear, being Lots Nos. 2, 3 and 4 on the Plan of the Subdivision of part of W. B. Cooper's Estate as of record in Book 421, page 78, Register's Office for said County. Beginning at a point, said point being the northwesterly corner of the intersection of 21st Avenue North and Clifton Pike; thence westerly with the northerly margin of Clifton Pike 92 feet to a point in the northeast corner of the intersection of Clifton Pike and a 10 foot alley; thence northerly with the easterly margin of said alley 145 feet, more or less, to a point; thence easterly along an old fence line and stone wall 92 feet to a point in the westerly margin of 21st Avenue North; thence southerly with the easterly margin of 21st Avenue North 146 feet, more or less, to the point of beginning.

Being the same property conveyed to Alven S. Ghertner, Gerald H. Ghertner and Leonard C. Ghertner by deed from Alven S. Ghertner, Trustee, of record in Book 3371, page 348, Register's Office for Davidson County, Tennessee.

Being part of the property in which an undivided two-thirds interest was conveyed to Alven S. Ghertner by deed from Gerald H. Ghertner and Leonard C. Ghertner as of record in Book 3710, page 128, Register's Office for Davidson County, Tennessee.

PARCEL NO. 3: Being the east 16 feet of Lot No. 11 and the west 34 feet of Lot No. 12 on the map showing the subdivision of Lots Nos. 1 and 2 of the Harding Lytle tract of record in Book 57, page 123, Register's Office for Davidson County, Tennessee, and more particularly described as follows:

Beginning at a point in the northerly margin of Jefferson Street, said point being the southwest corner of the described lot; thence North 6° 27' 4" West, 104.56 feet; thence North 74° 14' 18" East 50.62 feet; thence South 6° 27' 04" East, 110.66 feet to a point in the northerly margin of Jefferson Street, said point being the southeastern corner of said lot; thence South 81° 08' 43" West, 50 feet to the point of beginning, containing 4,363.80 square feet, more or less.

Being part of the same property conveyed to Alven S. Ghertner by deed from Bridget L. Jamison, a widow, of record in Book 2044, page 517, Register's Office for Davidson County, Tennessee, in which the said Bridget L. Jamison reserved a life estate and being part of the property in which a life estate was conveyed by Alven S. Ghertner by deed from Bridget L. Jamison of record in Book 3347, page 397, Register's Office for Davidson County, Tennessee.

PARCEL NO. 4: Land in Davidson County, Tennessee, being Lot No. 23 on the Plan of W. B. Cooper's Addition, as of record in Book 57, page 39, Register's Office for said County.

Said Lot No. 23 fronts 50 feet on the south side of Jo Johnston Avenue and runs back between parallel lines 170 feet more or less to an alley.

Being the same property conveyed to Alven S. Ghertner and wife, Jean Fleisman Ghertner, by deed from Tennessee Enterprises, Inc., a Tennessee corporation, of record in Book 2734, page 623, Register's Office for Davidson County, Tennessee.

PARCEL NO. 5: Land in Davidson County, Tennessee, being Lot No. 24 on the Map of W. B. Cooper's Addition as of record in Book 57, page 39, Register's Office for said County.

Said Lot No. 24 fronts 50 feet on the south side of Jo Johnston Avenue, formerly Watkins or Line Street and runs back between parallel lines 179 feet to an alley.

Being the same property conveyed to Alven S. Ghertner by deed from R. O. Mallernee and wife, Julia L. Mallernee, of record in Book 2203, page 461, Register's Office for Davidson County, Tennessee.

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5728 PAGE 557

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

560000.00- CO
510000.00- MO
1456.00 CO TX
508.00 MO TX
.50 PRFEE
18.00 WDELD
CHECK 1982.50-
8277A04/02/81 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

335857

T
IDENTIF. REFERENCE

APR 2 3 13 PM '81

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

No. 814845