his ins rument prepared by:
oseph L Pitt, Jr., Attorney
irst American Center
lashville, Tennessee 37238

BOOK 5802 PAGE 716

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:		MAP PARCEL NUMBERS
Robert N. Buchanan, III, Trustee	same		93-6-1-34
(NAME): 17th Floor 3rd Nat'l Bank Bldg	(NAME):		
(STREET ADDRESS OR ROUTE NUMBER): Nashville Tn 37219	(STREET ADDRESS)		
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)		

1126 12/22 433.50 CHECK

FOR AND IN CONSIDERATION of the sum of One Hundred Twenty Five Thousand and no/100---------- ($125,000.00) *Dollars, of which* Thirty Thousand and no/100---------- ($30,000.00) *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Ninety Five Thousand and no/100---------- ($95,000.00) *Dollars.*

the beneficiaries under a trust agreement having Robert N. Buchanan, III, as Trustee have executed their joint and several promissory note of even date herewith in the principal amount of $95,000.00, payable to the order of Edmund C. Weaver (as to an undivided 1/8 interest); Mary R. W. Eisenbeis (as to an undivided 1/8 interest); R. G. Morrow, Jr., Executor under the will of Anna Farrell Morrow, deceased (as to an undivided 1/8 interest); and Dempsey Weaver, III, Margaret C. Weaver Crawford and Mary H. Weaver Kelley (as to an undivided 1/24 interest each); and W. R. Cole, Jr. (as to an undivided 1/2 interest) and payable as follows: 3 annual installments of $31,666.66 plus interest at the rate of 12% per annum, said annual installments falling due on October 1, 1982, October 1, 1983 and October 1, 1984.

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, Edmund C. Weaver (as to an undivided 1/8 interest); Mary R. W. Eisenbeis (as to an undivided 1/8 interest); R. G. Morrow, Jr., Executor * *have this day bargained and sold, and do hereby transfer and convey unto the said.* Robert N. Buchanan, III, Trustee.... with full power to sell, mortgage and convey without the joinder of any beneficiary ..... *the Grantees herein, their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land situated in Nashville, Davidson County, Tennessee, and more particularly described as follows:
Being part of Lot No. 88 in the plan of the original town of Nashville, beginning in the westerly line of Fifth Avenue North, formerly Summer Street, at a point 7 feet northerly from the northeast corner of Lot No. 89 in said plan, said beginning point being the northeast corner of that part of Lot No. 88 conveyed to Alexander Alison, by Boyd McNairy, by deed registered in Book 5, page 281 of the Register's Office of Davidson County, Tennessee; running thence northerly with said Fifth Avenue North, or Summer Street 25 feet; thence at right angles to said avenue or street westerly 174 feet, more or less, to an alley; thence southerly with the easterly line of said alley 25 feet to the northwest corner of the part of said Lot No. 88 conveyed to Alexander Allison as aforesaid; thence easterly with the northerly line of said Allison lot and parallel to and 7 feet from the northern line of said Lot No. 89, 174 feet, more or less to the beginning.

Being the same property conveyed to The Nashville Trust Company, Trustee under the will of Edmund W. Cole by deed from Leslie Cheek et al, of record in Book 435, page 550, Register's Office for Davidson County, Tennessee, pursuant to trust agreement contained in said will. Third National Bank in Nashville is the successor to the Nashville Trust Company. Under said trust agreement the trustee was to convey 1/2 interest in the subject property to the issue of Anna Russell Cole Weaver at her death, her issue being at the time of her death, Edmund C. Weaver, Mary R. W. Eisenbeis, Anna F. Morrow and the children of her deceased son, Dempsey Weaver, Jr., said children being Dempsey Weaver, III, Margaret C. Weaver Crawford and Mary H. Weaver, now Kelley. Anna F. Morrow has since died testate and R. G. Morrow was appointed Executor under the will of Anna Farrell Morrow; and 1/2 interest in the subject property to the issue of Whiteford Russell Cole at his death, his issue being at the time of his death, W. R. Cole, Jr.

* under the will of Anna Farrell Morrow, deceased (as to an undivided 1/8 interest); and Dempsey Weaver, III, Margaret C. Weaver Crawford and Mary H. Weaver Kelley (as to an undivided 1/24 interest each); and W. R. Cole, Jr. (as to an undivided 1/2 interest)

STATE OF TENNESSEE,
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 125,000.00

Subscribed and sworn to before me, this the 15th day of October 1981

Affiant

My commission expires: NOTARY PUBLIC Expires APRIL 22, 1984 (Affix Seal)

Notary Public

This is improved (x) unimproved ( ) property, known as 227 5th Avenue North, Nashville, Tennessee 37219

(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.

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 Joseph B. Pitt, 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 $ 95,000.00 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.

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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* October, 1981.

Margaret C Weaver Crawford
Margaret C. Weaver Crawford

W. R. Cole, Jr.
W. R. Cole, Jr.

Robert N. Buchanan, III, Trustee
Robert N. Buchanan, III, Trustee

Edmund C. Weaver
Edmund C. Weaver

Mary R. W. Eisenbeis
Mary R. W. Eisenbeis

R. G. Morrow, Jr.
R. G. Morrow, Jr., Executor under the will of Anna Farrell Morrow

Dempsey Weaver III
Dempsey Weaver, III

Mary H Weaver Kelley
Mary H. Weaver Kelley

STATE OF TENNESSEE }
COUNTY OF ~~DAVIDSON~~ } SHELBY

Personally appeared before me, Edward G. Dixon, *a Notary Public in and for said County and State,* Edmund C. Weaver

the within named 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 Memphis *Tennessee, this* 31 *day of* August, 1981.

Edward G. Dixon *Notary Public*

Commission expires 5/6/84

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STATE OF MISSOURI }
COUNTY OF ST. LOUIS }

Personally appeared before me, Sharon Green, *a Notary Public in and for said County and State,* Mary R. W. Eisenbeis,

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 Des Peres, Missouri, St. Louis County, *this* 23rd *day of* September, *19*81.

Sharon Green *Notary Public*

Commission expires 9/4/82

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 corporation by* ..... *self as* .....

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

..... *Notary Public*

Commission expires .....

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, Thomas J. Green R. G. Morrow Jr., a Notary Public in and for said County and State, R. G. Morrow, Jr., Executor under the will of Anna Farrell Morrow, deceased the within named 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 Memphis, Tn. this 31st day of August, 1981.

Thomas J. Green Notary Public

Commission expires 9-2-81

INSTALLMENT DEED

FROM

TO

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

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STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Wanda Keith BOOK 5802 PAGE 720, a Notary Public in and for said County and State, Dempsey Weaver, III

the within named 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 Nashville, Tennessee this 3rd day of September, 1981.

Wanda Keith Notary Public

My Commission Expires APRIL 22, 1985
Commission expires

STATE OF ~~TENNESSEE~~ MICHIGAN
COUNTY OF ~~DAVIDSON~~ Emmet

Personally appeared before me, Laura T. Baughman, a Notary Public in and for said County and State, Mary H. Weaver Kelley

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 Wequetonsing, Michigan this 26 day of August, 1981.

Laura T. Baughman Notary Public
Laura T. Baughman, Notary Public
Emmet County, Michigan

Commission expires June 2, 1984

STATE OF ~~XXXXXXXXXXXXX~~ Michigan
COUNTY OF Emmet

Personally appeared before me, Laura T. Baughman, a Notary Public in and for said County and State, Margaret C. Weaver Crawford

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 Wequetonsing, Michigan this 26 day of August, 1981.

Laura T. Baughman Notary Public
Laura T. Baughman, Notary Public
Emmet County, Michigan

Commission expires June 2, 1984

STATE OF KENTUCKY
COUNTY OF Jefferson

Personally appeared before me, Geo. W. Howard, Jr., a Notary Public in and for said County and State, W. R. Cole, Jr.

the within named 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 Louisville, Ky. this 5th day of Sept., 1981.

Geo. W. Howard, Jr. Notary Public

Commission expires 5-21-84

STATE OF
COUNTY OF

Personally appeared before me, Wanda Keith, a Notary Public in and for said County and State, Robert N. Buchanan, III, Trustee

the within named 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 Nashville this 15th day of October, 1981.

Wanda Keith Notary Public

Commission expires My Commission Expires APRIL 22, 1984

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

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RECEIVED OF _____

FOR _____

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

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			1250[illegible].00-	CO
			560[illegible].00-	MO
			325.00	CO TX
			93.00	MO TX
			.50	PRFEE
			15.00	MISC
			CHECK	[illegible].00-
			1126A10/02/81 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

662444

IDENTIFICATION OFFICE

OCT 2 1 33 PM '81

REGISTER'S OFFICE

No. 846505