INSTALLMENT DEED

For and in Consideration of the sum of Seventy Thousand ($70,000.00) ------

---------- Dollars,

of which Fourteen Thousand ($14,000.00) ---------- Dollars,

has been paid in cash by W. Duncan Hagemeyer and Ted Myron Bryant

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

Fifty-Six Thousand and No/100 ($56,000.00) ---------- Dollars,

the said W. Duncan Hagemeyer and Ted Myron Bryant have executed their promissory note in the principal sum of $56,000.00 of even date herewith, which said note is payable to the order of ** Richard James Stelzer as to a 1/4 undivided interest; Elizabeth W. Stelzer, Successor Trustee with full power and Stephen H. Suffin, Trustee with full power as to a 1/4 undivided interest; the heirs at law of 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; Helen May Brous Brown and First American Bank in Nashville, N.A., Executors and Trustees under the will of Adolph Brown, deceased, as to 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 yearly installments of $11,200.00 each, plus interest at the rate of eleven (11%) percent per annum on the unpaid principal balance. Payments are to be applied, first, to the payment of interest on the principal, or so much thereof as shall from time to time remain unpaid, and the balance to be applied to payment of principal, until full payment is made. The first payment of $11,200.00 plus interest is due and payable on the 23rd day of December, 1982 and thereafter on the 23rd day of December of each succeeding year until payment in full. all of said notes bearing interest from date and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained

** of ELMORE STELZER, TRUSTEE for

on the land herein conveyed, we, Richard James Stelzer, Elizabeth W. Stelzer, Successor Trustee, Stephen H. Suffin, Trustee, Danelle Brown, Jenita B. Jacobs, Pauline H. Franklin, Helen May Brous Brown, Executor and Trustee and First American Bank in Nashville, N.A., Successor Executor and Trustee under the will of Adolph Brown, deceased have this day bargained and sold, and do hereby transfer and convey unto the said

W. Duncan Hagemeyer and Ted Myron Bryant, their heirs and assigns,

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

Part of Lot No. 45 on the original Town of Nashville, not of record, described according to a plan of lot owned by T. W. Cole Estates, surveyed 3/18/1901 by W.W. Southgate, surveyor, of record in Book 161, page 66, R.O.D.C., Tennessee. Beginning on the northerly margin of Broad Street, 114 feet 6 inches westerly from the westerly margin of Third Avenue North (formerly College Street); running thence westerly with the northerly margin of said street, 28 feet 1 inch; thence northerly 107 feet to the sotherly margin of a 10 foot alley; thence easterly with the southerly margin of said alley 28 feet, 3 inches, to a point 114 feet 9 inches westerly from the westerly margin of 3rd Avenue North; thence southerly 107 feet to the beginning.

Being the property conveyed to Richard James Stelzer by deed of record in Book 4534, page 799, said Register's Office, as to a 1/4 interest; to Jay M. Stelzer, H. Wade Stelzer, Stephen H. Suffin, Trustees with full power, as to a 1/4 interest, of record in Book 4768, page 493, Register's Office for Davidson County, Tennessee; Jay M. Stelzer and H. Wade Stelzer, former trustees having conveyed their interest under said trust agreement to Elizabeth W. Stelzer, Successor Trustee, with full power, and Stephen H. Suffin, Trustee, with full power, by Quitclaim Deed of record in Book 5508, page 804, Register's Office for Davidson County, Tennessee. Being the property conveyed to Sarah Brown, a 1/2 interest by Deed Book 782, page 555, Register's Office for Davidson County, Tennessee. The said Sarah Brown having since died and devising said property to Morris Brown, Adolph Brown, Jenita B. Blum and Bernard Brown, each as to a 1/8 undivided interest, by will book 57, page 216, Probate Court for Davidson County, Tennessee. The said Bernard Brown having since died and devising his 1/8 interest to Pauline H. Brown by will of record in Will Book 63, page 47, Probate Court. Adolph Brown having since died and devised his 1/8 interest to Morris Brown and Helen May Brous Brown, Exec. and Trustees by will of record in Will Book 73, Page 72, Probate Court. The said Morris Brown having since died and his 1/8 interest

(property description continued on back page)

This is unimproved ( ) improved (X) property, known as 308 Broadway (House Number) (Street) Nashville, Tennessee (P. O. Address: City or Town) 37201 (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said W. Duncan Hagemeyer and Ted Myron Bryant, their 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 for 1981 property taxes which are herein assumed by Grantees.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said W. Duncan Hagemeyer and Ted Myron Bryant, their 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 notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said W. Duncan Hagemeyer, and Ted Myron Bryant

do hereby transfer and convey unto Wm. H. Lassiter, Jr., Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

We, the said W. Duncan Hagemeyer and Ted Myron Bryant,

do hereby 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 at least the sum of $ insurable amount until the notes herein secured are 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 and holder of said notes, as his interst may appear.

We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment.

Now, if we, the said W. Duncan Hagemeyer and Ted Myron Bryant shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if we fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; if we fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, 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 notes, or any of said notes then past due and unpaid, all remaining unpaid notes 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. We agree, that the Trustee may, at any time after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. We further agree 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 notes 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 W. Duncan Hagemeyer and Ted Myron Bryant, 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 lien notes, or, if more than one, then of the first-maturing unpaid note, 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 Wm. H. Lassiter, Jr., Trustee, shall be vested in said successor.

Said Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said Richard James Stelzer, Elizabeth W. Stelzer, Successor Trustee with full power and Stephen H. Suffin, Tr., with full power; Danelle Brown, Jenita B. Jacobs, Pauline H. Franklin, Helen May Brous Brown and First American Bank of Nashville, N.A., Executors and trustees under the will of Adolph Brown, deceased and* hereunto set our hands at Nashville, Tennessee, this the 2nd day of Oct. 19 81

* W. Duncan Hagemeyer and Ted Myron Bryant

Richard James Stelzer

Elizabeth W. Stelzer, Suc. Trustee

Stephen H. Suffin, Trustee

Danelle Brown

Jenita B. Jacobs

Pauline H. Franklin

Helen May Brous Brown, Exec. & Trustee

First American Bank of Nashville, N.A.,
Successor Co-Executor and Co-Trustee
By: VICE PRESIDENT

W. Duncan Hagemeyer

Ted Myron Bryant

STATE OF Tennessee
Davidson County

Personally appeared before me, Charles M. Robin, a Notary Public in and for said County and State, the within named Danelle Brown

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 Nashville, Davidson County, Tennessee, this 14 day of October, 1981

Commission Expires My Commission Expires Jan. 20, 1985

Notary Public

STATE OF CALIFORNIA
LOS ANGELES County.

Personally appeared before me, MICHELE E. MORROW, a Notary Public in and for said County and State, the within named STEPHEN H. SUFFIN, TRUSTEE, AND RICHARD JAMES STELZER

the bargainor, 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, CA this 20th day of OCTOBER, 1981

Commission Expires

Notary Public.

OFFICIAL SEAL
MICHELE E. MORROW
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires Mar. 8, 1985

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 5837 PAGE 815

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared W. Duncan Hagemeyer and Ted Myron Bryant, with whom I personally acquainted, and who, upon oath, xxxxxxxxxxx xxxxxxxx xxxxxxx the within named bargainor/s, xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx xxxxxxxxxxxxxxxxxx, executed the foregoing instrument for the purpose therein contained, xxxxxxxxxxxxxxxxx xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

Witness my hand and seal, at office in Nashville, Tennessee, this 23rd day of December, 1981

Notary Public.

Commission expires July 18, 1982

(over for additional acknowledgements)

(property description continued)

being vested in his heirs at law. First American National Bank, now First American Bank in Nashville, N.A., having replaced Morris Brown, deceased as co-executor and co-trustee under the will of Adolph Brown, deceased.

INSTALLMENT DEED

FROM

W. Duncan Hagemeyer and

Ted Myron Bryant

TO

William H. Lassiter, Jr.,

Trustee

Attorneys Title Company

Titles Guaranteed

NASHVILLE, TENN.

G. 7 4 1 7 9

IDENTIF. REFERENCE

JAN 5 1 31 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
W. Duncan Hagemeyer, et al (NAME)	Same (NAME)	92-6-2
40 Rutledge Street (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	26
Nashville, TN 37201 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	5W-4290

THIS INSTRUMENT WAS PREPARED BY

Wm. H. Lassiter, Jr.
24th Floor, L & C Tower
Nashville, TN 37219

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 70,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 23rd DAY OF December, 1981

Notary Public

MY COMMISSION EXPIRES: July 18, 1982

(AFFIX SEAL)

INSTALLMENT DEED $70,000.00

STATE OF CALIFORNIA }
LOS ANGELES County }

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

BOOK 5837 PAGE 816

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, California this 26th day of October, 19 81

Lauradele M Clewell
Notary Public.
LAURADELE M. CLEWELL

Commission Expires 10/25/82

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

STATE OF TENNESSEE,
Davidson County. }

Personally appeared before me, Julius G. Schneider, Jr., a Notary Public in and for said County and State, the within named Noel E. Loper

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 Davidson County, Nashville, Tennessee, this 18th day of November, 19 81

Commission Expires 10/15/83

Julius G. Schneider, Jr.
Notary Public

JULIUS G. SCHNEIDER, JR. NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF FLORIDA

COUNTY OF BROWARD

Personally appeared before me, DONNA SHADD, a Notary Public in and for said County and State, the within named JENITA B. JACOBS, 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 Pompano Beach, Broward County, Florida, this 13th day of November, 1981.

My commission expires:

Donna Shadd
Notary Public

(SEAL)

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV 5 1983
BONDED THRU GENERAL INS. UNDERWRITERS

NOTARY PUBLIC STATE OF FLORIDA AT LARGE

STATE OF VIRGINIA)
: ss.:
COUNTY OF ARLINGTON)

BOOK 5837 PAGE 817

Personally appeared before me, Rosemary G. May , A Notary Public in and for said county and state, the within named Pauline H. Franklin, with whom I am personnally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and officail seal at Arlington, Virginia this 9th day of November, 1981.

ROSEMARY G. MAY NOTARY PUBLIC COMMONWEALTH OF VIRGINIA

Rosemary G. May
Notary Public

My Commission Expires May 29, 1984

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

Personally appeared before me, ALAN P. BERNSTEIN, a Notary Public in and for said County and State, the within named HELEN MAY BROUS BROWN, 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 New York, New York this 6th day of November, 1981.

ALAN P. BERNSTEIN NOTARY PUBLIC STATE OF NEW YORK

Alan P. Bernstein
Notary Public

ALAN P. BERNSTEIN
Notary Public, State of New York
No. 31-4642558
Qualified in New York County
Term Expires March 30, 1983

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 5837 PAGE 818

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
			70000.00- CO	
			56000.00- MO	
			182.00 CO TX	
			54.00 MO TX	
			.50 PRFEE	
			18.00 WDEED	
			CHECK 254.50-	
5839A01/05/82			BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G.74179

IDENTIF. REFERENCE

JAN 5 1 31 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 860640