Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
S & L Amusement Co., Inc.	Same	106-7-28
(NAME): 974 Murfreesboro Rd	(NAME):	Field Bk. 6DA-725
(STREET ADDRESS OR ROUTE NUMBER): Nashville Tn	(STREET ADDRESS): BOOK 5848 PAGE 153	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Three Hundred Fifty Thousand and no/100 ($350,000.00) *Dollars,*

of which Seventy Thousand and no/100 ($70,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder the said grantees have assumed and agreed to pay a promissory note payable to Metropolitan Life Insurance Company dated February 6, 1979 in the original principal amount of $230,000.00 plus interest, payable as specified therein and further have executed a promissory note of even date herewith in the original principal amount of $58,815.95, plus interest, payable in sixty (60) equal monthly installments of $1,308.55, which includes principal and interest at the rate of twelve (12%) percent per annum. The first of such payments shall be due and payable March 1, 1982, and each payment thereafter shall be due and payable on the first day of each consecutive calendar month thereafter until the entire amount, both principal and interest, has been paid in full. In the event that the grantee transfers any interest whatsoever in the property conveyed hereunder, such transfer shall accelerate the payment of the note and the balance of the principal and all accrued interest shall be immediately due and payable,

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, Spence Oliver and wife, Judy K. Oliver,

have this day bargained and sold, and do hereby transfer and convey unto the said S & L Amusement Company, Inc., a Tennessee corporation, its *(successors), heirs and assigns,*

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

A certain tract or parcel of land with the buildings and improvements thereon erected, in Davidson County, State of Tennessee, and being part of Lot No. 6 on the Plan of Charles T. Coles' property, as of record in Book 161, page 32, of the Register's Office for said County and described according to a survey made by Ralph W. C. Lambert, Surveyor, July 11, 1957, as follows:

BEGINNING at the southwest corner of the Murfreesboro Road as now widened and Crutchfield Avenue; thence with the southerly margin of Murfreesboro Road, north 72°20' west 195 feet to an iron pin; thence leaving said Road south 19° west 234.4 feet to an iron pin; thence south 70°15' east 195 feet to an iron pin in the west margin of Crutchfield Avenue; thence with the margin of said Avenue, north 19° east 236 feet to the point of beginning.

Being the same property conveyed to Spence Oliver and Judy K. Oliver by deed from Metropolitan Life Insurance Company of record in Book 5392, page 813, Register's Office for Davidson County, Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $350,000.00

Affiant

Subscribed and sworn to before me, this the 1st day of February 1982

Notary Public

My commission expires: April 15, 1982
(Affix Seal)

This conveyance is subject to the following:

Purchase Money, Deed of Trust and Security Agreement by and between Spence Oliver and Judy K. Oliver his wife, "Borrower" and Miller G. Kimbrough, Jr., Trustee to secure a note dated, February 6, 1979, in the principal amount of $230,000.00 payable to Metropolitan Life Insurance Company, subject to terms and conditions therein.

unimproved ( )
This is improved (X) property, known as 725 Murfreesboro Road, Nashville, TN 37210
(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 S & L Amusement Company, Inc., 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,* except for 1982 taxes, which are to be prorated and assumed by grantee and as otherwise noted herein.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* S & L Amusement Company, Inc., 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 S & L Amusement Company, Inc., *hereinafter referred to as trustors, hereby transfer and convey unto* Don L. Smith, *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 $ fmv *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 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* February, *19*82.

Spence Oliver

Judy K. Oliver

S & L AMUSEMENT COMPANY, INC.

By: _____ Title

G 78404

IDENTIF. REFERENCE

FEB 2 3 19 PM '82

FILED & R. SUIT REGISTER DAVIDSON COUNTY, TENN.

RUSH

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Deborah D. Temple, *a Notary Public in and for said County and State,* the within named Spence Oliver and wife, Judy K. Oliver,

*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* February, *19*82.

Deborah D. Temple, Notary Public

Commission expires April 18, 1983

NOTARY PUBLIC STATE OF TENNESSEE

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BOOK 5848 PAGE 156

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, Deborah M. Temple, *a Notary Public of the State and County aforesaid, personally appeared* Cecil W. Smith, *with whom I am personally acquainted, and who, upon oath, acknowledged* he *self to be* President *of the* S & L Amusement Company, 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* he *self as* President

Witness my hand and seal, at office in Nashville, Davidson County, Tennessee *this* 15th *day of* February, *19* 82

Deborah M. Temple *Notary Public*

Commission expires April 18, 1982

This instrument prepared by:
Don L. Smith, Atty.
MANIER, WHITE, HEROD, HOLLABAUGH & SMITH, P.C.
700 Metropolitan Federal Building
Nashville, Tennessee 37219

903

INSTALLMENT DEED

FROM

TO

CHICAGO 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 _____

FOR BOOK 5848 PAGE 157

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
			350[illegible].00-	CO
			5[illegible]8.55-	MO
			91[illegible].00	CO TX
			56.00	MO TX
			.50	PRFEE
			12.00	WDEED
			CHECK	979.30-
			0903A02/02/82 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G78404

IDENTIF. REFERENCE

FEB 2 3 19 PM '82

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

No. 865514