OFFICIAL RECEIPT

This instrument was prepared by
Fitzgerald Parker, 18th Fl., 1st
American Center, Nashville, TN 37238

# Installment Deed

BOOK 5871 PAGE 738

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP PARCEL NUMBERS |
|---|---|---|
| The 112 Company a limited Partnership (NAME:) | Same (NAME:) | Map 93-6-2 |
| 112 2nd Ave., North (STREET ADDRESS OR ROUTE NUMBER) | (STREET ADDRESS) | Parcel 84 |
| Nashville, Tennessee 37201 (CITY) (P. O. ZONE) (STATE) | (CITY) (ZONE) (STATE) | |

*FOR AND IN CONSIDERATION of the sum of* One Hundred Sixty-five Thousand & no/100 ($165,000.00) *Dollars, of which* Fifty Thousand and no/100 ($50,000) *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* One Hundred Fifteen Thousand and no/100 ($115,000.00) *Dollars,* Robert D. Schatz and wife Lisa G. Schatz and The 112 Company, Robert D. Schatz signing as General Partner *have executed* their promissory note of even date herewith payable to the order of Mattie Watts Smith in the amount of One Hundred Fifteen Thousand and no/100 ($115,000.00) payable in two hundred forty (240) equal installments of $1,266.26 each the first said installment being payable one month after the date of said note and a further installment being payable on the like day of each succeeding month until the entire amount is paid in full; said monthly payments being amortized so as to include interest at the rate of 12% per annum.

*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, Mattie Watts Smith *have this day bargained and sold, and do hereby transfer and convey unto the said* The 112 Company a limited Partnership its successors (~~XXXXX~~), ~~heirs and assigns~~, *certain real estate in Davidson County, Tennessee, as follows:*

Being part of Lot No. 15 on the Plan of the Original Town of Nashville, Tennessee, not of record, described as follows:

Beginning at a point on the easterly side of Second Avenue North, formerly Market Street, as widened, 129 ft. 10 in. northerly from Broad Street or Broadway, Dobson-Hicks Companies northwest corner; and running thence northerly, with the easterly side of said Second Avenue North 26 ft 4 in. more or less to the center of the partition wall separating houses numbers 112 and 114, thence easterly with the center of said partition wall, 213 ft more or less, to First Avenue North, formerly Front or Water Street; thence southerly, with the westerly side of said First Avenue North 26 ft. 4 in. more or less to Dobson-Hicks Companies northeast corner, and thence westerly with their northern line, 213 ft., more or less, to the beginning.

The above described property was conveyed to Will T. Jones by deed from Perry Dale, of record in Book 1783, page 223, Register's Office of Davidson County, Tennessee, the said Will T. Jones having since died and by his Will of record in Will Book 96, page 184, Office of the County Court Clerk for Davidson County, Tennessee, devising said property to Mattie Watts Smith.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $165,000.00

Subscribed and sworn to before me, this the 9th day of April 19 82

Mattie Watts Smith
Affiant

My commission expires: January 15, 1983 (Affix Seal)

W. D. McMurray
Notary Public

JR.* 33 SEN

~~XXXXXX~~ ( ) This is improved ( ✓ ) property, known as 112 2nd Ave., No. (House Number) Nashville, Tennessee (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* The 112 Company a limited partnership, its successors (~~XXXXXX~~), *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.* I *further covenant and bind* my *heirs and representatives, to warrant and forever defend the title to said real estate to said* The 112 Company a limited partnership *(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* The 112 Company a limited Partnership *hereinafter referred to as trustors, hereby transfer and convey unto* John L. Van Cleave, *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 $ , 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.*

*and public liability insurance in the limits of $100,000 and $300,000.

**OFFICIAL RECEIPT**

*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.*

BOOK 5871 PAGE 739

*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 Registers 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.*

*Witness* our *hand* s *this* 9th *day of* April, *19*82, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

James W. Smith, husband of Mattie Watts Smith joins herein to convey any marital rights he may have in the aforesaid property.

Mattie Watts Smith

James W Smith

The 112 Company a limited partnership

By: Robert D. Schatz

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

*Personally appeared before me,* W. D. McMurray, Jr., *a Notary Public in and for said County and State,* Mattie Watts Smith, James W. Smith, and The 112 Company, a limited partnership by Robert D. Schatz

*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* 9th *day of* April, *19*82

W. D. McMurray

*Notary Public*

*Commission expires* January 15, 1983

NOTARY PUBLIC W. D. McMURRAY, JR. STATE OF TENNESSEE

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* .....

**INSTALLMENT DEED**

FROM

TO

1380 4/12 3400

RUSH

G 8.6667

IDENTIFICATION REFERENCE

APR 12 10 37 AM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of
**Chicago Title Insurance Company**
First Floor — First American Center
Phone 255-1631
NASHVILLE, TENNESSEE 37208

**OFFICIAL RECEIPT**
**FELIX Z. WILSON, II**
**REGISTER OF DAVIDSON COUNTY**
**NASHVILLE, TENNESSEE**

BOOK 5871 PAGE 740

RECEIVED OF _____

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 |
|---|---|---|---|---|
| | | | 165000.00- CO | |
| | | | 115000.00- MO | |
| | | | 429.00 CO TX | |
| | | | 113.00 MO TX | |
| | | | .50 PRFEE | |
| | | | 6.00 WDEED | |
| | | | CHECK 548.50- | |
| | | | 1360A04/12/82 BAL .00 | |

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G 8 6 6 6 7

IDENTIF. T REFERENCE

APR 12 10 37 AM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 875540