This instrument prepared by:
Thomas E. Schoenheit
Manier, White, Herod, Hollabaugh & Smith, P.C.
700 Metropolitan Federal Bldg., Nashville, TN 37219

Mail

Installment Deed

BOOK 5914 PAGE 741

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
EDCO Realty Co.	Lakoff & Company	93-15-131
(NAME:)	(NAME:)	
	918 8th Avenue, South	93-15-132
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
	Nashville, Tennessee 37203	93-15-133
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Thirty-Two Thousand and no/100 ($32,000.00) *Dollars,*

of which Twelve Thousand and no/100 ($12,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Twenty Thousand and no/100 ($20,000.00) *Dollars,*

the grantee *has executed*

a promissory note of even date herewith in the original principal amount of Twenty Thousand and no/100 ($20,000.00) Dollars, plus interest, payable in two (2) equal annual installments of Ten Thousand and no/100 ($10,000.00) Dollars, plus interest at the rate of fourteen (14%) percent per annum, with the first of such installments due and payable on the 23rd day of July, 1983 and the final installment due and payable on the 23rd day of July, 1984. This note may be prepaid in full at any time without penalty.

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, Hermitage Electric Supply Corporation, a Tennessee corporation *have this day bargained and sold, and do hereby transfer and convey unto the said* EDCO Realty Company, a sole proprietorship, its *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

TRACT I

Being Lot No. 15 on the Plan of James P. Clark in South Nashville, as of record in Plan Book 1, page 98, Chancery Court for said County.

Said Lot No. 15 fronts 50 feet on the east side of 6th Avenue South and extends back between parallel lines 210 feet to an alley.

TRACT II

Being part of Lot No. 14 in James P. Clarke Estate Subdivision of Lot No. 106 and other lots of the Barrow Grove Plan of record in Plan Book No. 1, page 98, Chancery Court at Nashville and described as follows: BEGINNING in a northerly line of Oak Street at a point 130 feet easterly from the easterly line of High Street and running easterly with Oak Street, 80 feet to an alley; thence northerly with the westerly line of said alley 50 feet; thence at right angles westerly 80 feet and thence at right angles southerly 50 feet to the beginning corner.

Tracts I and II are the same property conveyed to Hermitage Electric Supply Corporation by deed from Daniel Leech (being one and the same as Daniel T. Leech) and wife, Sara B. Leech of record in Book 4680, page 274, 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 $32,000.00

Subscribed and sworn to before me, this the 23rd day of July, 1982

Affiant

My commission expires: January 9, 1986 (Affix Seal)

Notary Public

TRACT III

Being the westerly 130 feet of Lot No. 14 on the plan of the Subdivision of the James P. Clark property as of record in Plan Book 1, page 98, Chancery Court at Nashville.

Said part of Lot No. 14 fronts 50 feet on the easterly side of 6th Avenue, South, formerly High Street, and runs back between parallel lines with the northerly margin of Oak Street 130 feet to a dead line; including but excluding therefrom a triangular strip of land off the front of said property conveyed to the City of Nashville by deed from Elizabeth Sharpe of record in Book 840, page 509, Register's Office for said County, described as follows:

Beginning on the easterly margin of 6th Avenue South at a point 47.13 feet North of the Northerly margin of Oak Street; thence with the easterly margin of said Avenue southwardly 47.13 feet to the northerly margin of Oak Street; thence with said Street, eastwardly 38.25 feet; thence northwestwardly 47.13 feet, more or less, to the beginning.

Being the same property conveyed to Hermitage Electric Supply Corporation by deed from Edward C. White, Trustee of record in Book 4739, page 306, Register's Office for Davidson County, Tennessee.

unimproved (X)
This is improved ( ) property, known as Parcels 131, 132, and 133 at the NE corner of 6th Av.S. and Oak Street in 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 grantee, its ..... *(successors), heirs and assigns forever.* It *covenant that* it is *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.

It *further covenant and bind* itself, its ..... *heirs and representatives, to warrant and forever defend the title to said real estate to said* grantee, 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 grantee ..... *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

OFFICIAL RECEIPT

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 23rd *day of* July, *19*82.

HERMITAGE ELECTRIC SUPPLY CORPORATION
By: Gerald Fleischer
Gerald Fleischer, President

Ed Kennedy
EDCO REALTY COMPANY
By: Ed Kennedy
Ed Kennedy, Proprietor

Ed Kennedy
Ed Kennedy, individually and doing business as EDCO Realty Company

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Deborah M. Temple, *a Notary Public in and for said County and State,* Ed Kennedy, proprietor and individually and doing business as EDCO Realty Company

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, Davidson County, *Tennessee, this* 23rd *day of* July, *19*82.

Deborah M. Temple
Notary Public

Commission expires January 19, 1986

NOTARY PUBLIC STATE OF TENNESSEE

OFFICIAL RECEIPT

STATE OF .....
COUNTY OF .....

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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* he *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 }

Before me, Richard M. Tingle, *a Notary Public of the State and County aforesaid, personally appeared* Gerald Fleischer, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* President *of the* Hermitage Electric Supply Corporation, *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, Davidson County, Tennessee, *this* 23rd *day of* July, *19* 82

Commission expires January 13, 1986 Richard M. Tingle *Notary Public*

H 0 1 0 4 2

IDENTIF. REFERENCE

JUL 23 3 10 PM '82

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TN

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 5914 PAGE 745

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
			32000.00-	CO
			20000.00-	MO
			83.20	CO TX
			18.00	MO TX
			.50	PRFEE
			12.00	WDEED
			CHECK	113.70-
9597A07/23/82			BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 0 1 0 4 2

IDENTIF. REFERENCE

JUL 29 3 10 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 893084