Prepared by:
Robert L. Sullivan
800 Third National
Bk. Bldg.
Nashville, Tennessee 37219

New Owner: Harris A. Gilbert, Aubrey B.
Send Tax Bills to: Harwell, Jr., and Maxie O. Patton,
Co-trustees
13th Floor, 3rd Nat'l. Bk. Bldg.
Nashville, Tennessee 37219

Map 93-6-1
Parcel 28
Field Book OCW-4580

INSTALLMENT DEED

BOOK 6032 PAGE 321

FOR AND IN CONSIDERATION of the sum of Four Hundred Thousand and no/100 Dollars ($400,000.00), of which One Hundred Thousand and no/100 Dollars ($100,000.00), has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder Three Hundred Thousand and no/100 Dollars ($300,000.00), Harris A. Gilbert, Aubrey B. Harwell, Jr., and Maxie O. Patton, Co-trustees, ("Grantees"), have executed an Installment Balloon Note of even date, in accordance with the terms therein, 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, Morton S. Lebeck, Jr., an unmarried man, have this day bargained and sold, and do hereby transfer and convey my one-half (1/2) undivided interest unto the said Harris A. Gilbert, Aubrey B. Harwell, Jr., and Maxie O. Patton, Co-trustees, with full power to transfer, convey, mortgage, or encumber without joinder of beneficiary, their successors and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being part of Lot Number 101 on the Original Town of Nashville, not of record, fronting about one hundred and twelve (112) feet on the north side of Church Street, extending from the southeast corner of the Wilcox Building (now the Hitchcock Building) eastward, to the alley running northward between High (now Sixth Avenue) and Summer (now Fifth Avenue) Streets, extending back northward one hundred and thirty-four (134) feet, and being one hundred and six (106) feet wide in the rear.

Being property conveyed to M. S. Lebeck and Louis Lebeck, by deed from W. W. Berry, Executor, of record in Book 306, Page 319, Register's Office for Davidson County, Tennessee. The said M. S. Lebeck having since died, and devised his 1/2 undivided interest to the heirs at law of his two sons, Morton S. Lebeck and Clarence E. Lebeck under his will of record in Will Book 41, page 110, Probate Court Clerk's Office for Davidson County, Tennessee. The said Clarence E. Lebeck and Morton S. Lebeck, both having since died leaving as their only heirs at law, Anne Lebeck and Morton S. Lebeck, Jr. The said Anne Lebeck having since died leaving Morton S. Lebeck, Jr., as her only heir at law.

This conveyance is subject to a lease agreement between the Grantor, Ira Mendell, and The Harvey Co., dated the 10th day of January, 1977, the Grantor's interest in which has been assigned to the Grantee, and 1983 taxes which have been prorated and assumed by the Grantee.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Harris A. Gilbert, Aubrey B. Harwell, Jr., and Maxie O. Patton, Co-trustees, their successors 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, except as herein set out.

04/05 1356.50- CHECK

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I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said Harris A. Gilbert, Aubrey B. Harwell, Jr., and Maxie O. Patton, Co-trustees, their successors and assigns, against the lawful claims of all persons, except: excluded from my said representations and warranty of title are the improvements over and under alley No. 74 (St. Cloud Alley) referred to in City of Nashville, Ordinance No. 45-270 as amended, which improvements are attached to the building on said property.

Further, for and in consideration of the sum hereinabove set forth, I, Morton S. Lebeck, Jr., an unmarried man, do hereby quitclaim unto Harris A. Gilbert, Aubrey B. Harwell, Jr., and Maxie O. Patton, Co-trustees, with full power to transfer, convey, mortgage, or encumber without joinder of beneficiary their successors and assigns, all of my right, title, and interest arising under Ordinance No. 45-270 and Ordinance No. 57-60, as adopted by the City Council of the City of Nashville, Tennessee, and all of my right, title, and interest in the improvements which were constructed pursuant to said ordinances.

I, MORTON S. LEBECK, JR., assign to Harris A. Gilbert, Aubrey B. Harwell, Jr., and Maxie O. Patton, Co-trustees, all my right, title and interest in a Lease Agreement between Ira Mendell and Morton S. Lebeck, Jr., Lessors, and The Harvey Company, Lessee, dated the 10th day of January, 1977. The rentals under said Agreement shall be prorated as of April 1, 1983.

And now, for the purpose of better and more effectually securing the payment of said lien indebtedness; and the other obligations of grantees hereunder; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness, installments thereof, and the other obligations stated herein as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Harris A. Gilbert, Aubrey B. Harwell, Jr., and Maxie O. Patton, Co-trustees, hereinafter referred to as trustors, hereby transfer and convey to John A. Gupton, III, Trustee, his successors and assigns, the real estate and the lease thereon 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 $600,000.00, 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 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 and 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 twelve (12%) percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

Now, if the 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, or any other obligation hereunder 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.

Witness our hands this 1st day of April, 1983.

Morton S. Lebeck, Jr.
Morton S. Lebeck, Jr.

Harris A. Gilbert, Co-trustee

Aubrey B. Harwell, Jr., Co-trustee

Maxie O. Patton, Co-trustee

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said State and County, MORTON S. LEBECK, JR., the within-named bargainor with whom I am personally acquainted and who acknowledged to me that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 5th day of April, 1983.

Glenda K. Smith
NOTARY PUBLIC

My Commission Expires:
Oct. 21, 1984

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said State and County, HARRIS A. GILBERT, the within-named bargainor with whom I am personally acquainted and who acknowledged to me that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 5th day of April, 1983.

Glenda K. Smith
NOTARY PUBLIC

My Commission Expires:
Oct. 21, 1984

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said State and County, AUBREY B. HARWELL, JR., the within-named bargainor with whom I am personally acquainted and who acknowledged to me that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 5th day of April, 1983.

Glenda F. Smith
NOTARY PUBLIC

My Commission Expires:
Oct. 21, 1984

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for said State and County, MAXIE O. PATTON, the within-named bargainor with whom I am personally acquainted and who acknowledged to me that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 5th day of April, 1983.

Glenda F. Smith
NOTARY PUBLIC

My Commission Expires:
Oct. 21, 1984

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

BOOK 6032 PAGE 327

The actual consideration for this transfer is $ 400,006.00

AFFIANT

Sworn to and subscribed before me, this 5th day of April, 1983.

NOTARY PUBLIC

My Commission Expires:

Oct. 27, 1984

H 40085

IDENTIF. REFERENCE

APR 5 12 43 PM '83

FILED & RECORDED
DAVIDSON COUNTY, TN

RUSH

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF

BOOK 6032 PAGE 328

FOR

CO -CONVEYANCE
MO -MORTGAGE
WD -WARRANTY DEED
TD -TRUST DEED

CC -CERTIFIED COPY
REL -RELEASE
UCC -UNIFORM COMMERCIAL CODE

MISC -MISCELLANEOUS
COTX -STATE TAX CONVEY
MOTX -STATE TAX MORT
PRFEE -PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			400000.00- CO	
			300000.00- MO	
			1040.00 CO TX	
			298.00 MO TX	
			.50 PRFEE	
			21.00 WDEED	
			CHECK	1359.50-
			8082A04/05/83 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H 4 0 0 8 5

T IDENTIF. REFERENCE

APR 5 12 43 PM '83

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 939881