OFFICIAL RECEIPT

BOOK 6181 PAGE 301

INSTALLMENT DEED

For and in Consideration of the sum of Eighty thousand and no one-hundredths ($80,000.00) Dollars,

of which Forty thousand and no one-hundredths ($40,000.00) Dollars,

has been paid in cash by Historic Properties, Ltd., a general partnership,

the receipt of which is hereby acknowledged, and for the remainder Forty thousand and no-one hundredths ($40,000.00) Dollars,

the said Historic Properties, Ltd., a general partnership, has executed and delivered its Installment Deed Note of even date herewith drawn payable in the principal amount of forty thousand and no one-hundredths dollars ($40,000.00) to the order of Rollie L. Woodall on January 2, 1984,

H 8 8 2 1 9

IDENTIF. REFERENCE

Nov 23 | 42 PM '83

FELIX Z. ... REGISTER
DAVIDSON COUNTY, TN

RUSH

all of said notes bearing 0 per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and attorney fees, a lien is expressly retained on the land herein conveyed, we, Rollie L. Woodall, and wife, Gail B. Woodall,

have this day bargained and sold, and do hereby transfer and convey unto the said Historic Properties, Ltd., a general partnership, its successors, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

LAND in Davidson County, Tennessee, being Lots Nos. 55 and 56 and the westerly 45 feet of Lot No. 57 in Rutledge's Addition to Nashville, a plan of which is recorded in Book 21, page 73, Register's Office for Davidson County, Tennessee, described as follows:

BEGINNING in the northerly margin of Middleton Avenue (now Middleton Street) at the southeast corner of Lot No. 54 on said Plan, at a point 250 feet east of the northeast corner of said Avenue and Rutledge Street; running thence eastwardly along the northerly margin of Middleton Avenue 145 feet; thence northwardly 130 feet to an alley, and intersecting wth the westerly margin of said alley at a point 159.67 feet northwestwardly from the southeasterly corner of Lot No. 58 in said subdivision; thence along the westerly margin of said alley 32 feet to the southerly margin of another alley; thence along the southerly margin of said last mentioned alley 134 1/2 feet to the northeast corner of Lot No. 54 on said Plan; thence southwestwardly along the line between Lots Nos. 54 and 55, on said Plan, 150 feet to the beginning.

BEING the same property conveyed to Ruby Carney Woodall for her life, and at her death to our son, R.L. Woodall, Jr. by deed from R.L. Woodall of record in Book 1066, page 539, Register's Office for Davidson County, Tennessee, the said Ruby Carney Woodall having since quitclaimed her interest in said property to Rollie L. Woodall by deed of record in Book 6165, page 116, Register's Office for Davidson County, Tennessee, and the said R.L. Woodall, Jr. and Rollie L. Woodall being one and the same person.

Gail B. Woodall, wife of Rollie L. Woodall, joins in the execution of this instrument to convey any and all interests that she may have in the said property, but not further or otherwise. All improvements are sold and purchased in "as is" condition.

This is unimproved ( ) improved (X) property, known as 30 Middleton Street, Nashville, TN 37210
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

CHECK .50

4817

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Historic Properties, Ltd., a general partnership, its successors, 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 myself and my heirs and representatives, to warrant and forever defend the title to said real estate to said Historic Properties, Ltd., a general partnership, 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 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 it in hand paid, Grantee, the said Historic Properties, Ltd., a general partnership, do hereby transfer and convey unto Herbert R. Rich, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

Grantee, the said Historic Properties, Ltd., a general partnership, 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 $40,000.00 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.

Grantee further agrees 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 Grantee fails 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 grantee, the said Historic Properties, Ltd., a general partnership, 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 it 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 Grantee 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. Grantee 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. Grantee 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 Grantee, it successors, representatives or assigns.

OFFICIAL RECEIPT

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 Herbert R. Rich, Trustee, shall be vested in said successor.

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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 Rollie L. Woodall and wife, Gail B. Woodall, and Historic Properties, Ltd., a general partnership, hereunto set our hands at Nashville, Tennessee, this the 22nd day of November 1983

HISTORIC PROPERTIES, LTD., a general partnership

BY: Lee Watson Green

Rollie L. Woodall
ROLLIE L. WOODALL

Gail B. Woodall
GAIL B. WOODALL

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Herbert R. Rich, a Notary Public in and for said County and State, the within named Rollie L. Woodall and wife, Gail B. Woodall,

the bargainors 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 22nd day of November, 1983

Herbert R. Rich, Notary Public.

Commission Expires 7-27-76

STATE OF _____

_____ **County.**

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the 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 _____

OFFICIAL RECEIPT

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 5181 PAGE 304

Before me, ... , a Notary Public of the State and County aforesaid, personally appeared ..... , with whom I 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 .....

(over for additional acknowledgements)

STATE OF TENNESSEE)
) ss:
COUNTY OF DAVIDSON)

Before me, Dena A. Pedigo, of the state and county aforesaid, personally appeared Lee Watson, proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be a partner of the Historic Properties, Ltd., the within named bargainor, a partnership, and that he as such partner, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as partner.

Witness my hand and official seal at Nashville, Tennessee, this 22nd day of November, 1983.

Dena A. Pedigo
NOTARY PUBLIC at Large

My Commission Expires: 4-5-87

NOTARY PUBLIC STATE OF TENNESSEE AT LARGE

INSTALLMENT DEED

FROM ROLLIE L. WOODALL and wife, GAIL B. WOODALL,

TO HISTORIC PROPERTIES, LTD.

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

File: Pedigo & Sanders

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Historic Properties, Ltd.	SAME	93-11 194
(NAME) 217 White Bridge Rd.	(NAME)	
(STREET ADDRESS OR ROUTE NUMBER) Nashville Tn. 37205	(STREET ADDRESS)	
(CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

ROLLIE L. WOODALL
Attorney at Law
213 THIRD AVENUE NORTH
NASHVILLE, TENN. 37201
(615) 256-8[illegible]

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 80,000.00 Rollie L. Woodall
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 22nd DAY OF November, 1983.

Herbert V. Acree
Notary Public

MY COMMISSION EXPIRES: 7-27-[illegible]

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

RECEIVED OF _____

FOR _____

BOOK 6181 PAGE 305

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

80000.00- CAMT.
40000.00- MAMT.
208.00 CSTAX
38.00 MSTAX
.50 PRFEE
12.00 WDEED
CHECK 258.50-
4817A11/23/83 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H88219

IDENTIF. REFERENCE

Nov 23 | 43 PM '83

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No.995569