Installment Deed

BOOK 5204 PAGE 924

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
John Yokley Company	Same	11W-8200
(NAME:)	(NAME:)	92-11-369
614 Fourth Avenue South		11W-7610
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	92-7-286
Nashville, TN 37210		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

1554.00
4732.00

FOR AND IN CONSIDERATION of the sum of Four Hundred Seventy-nine Thousand and 00/100 (479,000.00) *Dollars, of which* Five Thousand and 00/100 (5,000.00) *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* of Four Hundred Seventy-four Thousand and 00/100 (474,000.00) *Dollars,* John Yokley Company *has executed* its promissory note of even date herewith payable in 240 monthly installments of $5,223.48 each, including principal and interest at the rate of 12 per cent per annum, with the first of said monthly payments being due on February 1, 1984, and on the like day of each succeeding 239 months until paid in full;

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, We, Alfred Allen Gorin, et ux, Sammie O. Gorin, Harold C. LeWitt, et us, Dorothy B. LeWitt, Thomas H. Gorin, and Jefferson A. Gorin, *have this day bargained and sold, and do hereby transfer and convey unto the said* JOHN YOKLEY COMPANY, a Tennessee corporation, its *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

See Addendum "A" for complete description and derivation.

Part of said property is encumbered by deed of trust of record in Book 5441, Page 654, Register's Office for said County, to secure payment of a note to Shenandoah Life Insurance Company; and,

Lease to Porcelain Industries, Inc. of record in Book 5441, Page 667, which said Lease was assigned to Shenandoah Life Insurance Company by instrument of record in Book 5441, Page 654, said Register's Office.

In the event Grantors fail to make timely payment of the deferredinstallments due to Shenandoah Life Insurance Company, Grantee can make said payment and take full credit against its obligation to Grantors.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater for this transfer is $ 479,000.00

Subscribed and sworn to before me, this the 30th day of December 19 83

Affiant

My commission expires: 10-20-85 (Affix Seal)

Notary Public

This is unimproved ( ) improved (X) property, known as Nashville, TN 37209 (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 John Yokley Company, 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 as herein set out.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* John Yokley Company, 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 John Yokley Company *hereinafter referred to as trustors, hereby transfer and convey unto* O. B. Hofstetter, Jr., *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 $ insurable value *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 prescreation, 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 aforeasid, 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.

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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 hands s this 30th day of December, 1983, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.

Alfred Allen Gorin
Jefferson A. Gorin
Thomas H. Gorin

Harold C. LeWitt
Dorothy B. LeWitt
Sammie O. Gorin

John Yokley Company
By William E. Ward
President

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Alfred Allen Gorin, et ux, Sammie O. Gorin, Harold C. LeWitt, et ux, Dorothy B. LeWitt, Thomas H. Gorin, and Jefferson A. Gorin,

the within named 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 30th day of December, 1983

Jenny Robertson
Notary Public

Commission expires 10-6-86

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared William E. Ward with whom I am personally acquainted, and who, upon oath, acknowledged him self to be President of the John Yokley Company 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, Tennessee this 30th day of December, 1983.

Eunice Miller
Notary Public

Commission expires 10-20-85

1094.10

INSTALLMENT DEED

FROM
ALFRED ALLEN GORIN, ET UX,
ET AL

TO
JOHN YOKLEY COMPANY

THIS INSTRUMENT PREPARED BY:
Hofstetter & Hofstetter, Attorneys
Suite 500
230 Fourth Avenue North
Nashville, TN 37219

Compliments of
Chicago Title Insurance Company
First Floor — First American Center
Phone 255-4631
NASHVILLE, TENNESSEE 37208

TRACT I:

Land in Davidson County, Tennessee, being part of Lot Nos. 22, 24, 25, 26, 27 and 28 on the Joseph W. Bell Plan, of record in Book 21, page 13, Register's Office for Davidson County, Tennessee, and part of "closed" Pearl Street, declared closed, vacated and abandoned in Metropolitan County Council Bill No. 79-1252 and shown as an alley 19 1/2 feet wide on the Joseph W. Bell Plan of record in Book 21, page 13, Register's Office for Davidson County, Tennessee, and part of "closed" 24th Avenue, North, declared closed, vacated and abandoned in Metropolitan County Council Bill No. 70-1313, and described according to a property survey by John Kohl and Company, P.C., dated November 4, 1983, and revised November 10, 1983, as follows:

Beginning at an iron pin in the southern margin of Merry Street, said point being at the southeast intersection of Merry Street and "closed" 24th Avenue, North, said point also being the northwest corner of Lot No. 28, on the Joseph W. Bell Plan, of record in Book 21, page 13, Register's Office for Davidson County, Tennessee; thence with the southerly margin of Merry Street, S 88° 04' 41" E, 389.82 feet to an iron pin set in the northwesterly margin of the Illinois Central Railroad property; thence along the margin of said Railroad property, S 51° 41' 39" W, 471.09 feet to a fence post; thence N 70° 18' 57" W, 47.70 feet to a fence post; thence N 10° 55' 54" E, 97.73 feet to a fence post in the eastern margin of "closed" 24th Avenue, North; thence along the eastern margin of "closed" 24th Avenue, North, N 1° 55' 19" E, 193.17 feet to the point of beginning.

Being part of the same property conveyed to Alfred Allen Gorin and wife, Sammie O. Gorin, a 1/2 interest and Harold C. LeWitt and wife, Dorothy B. LeWitt, a 1/2 interest by deed from Bill Abernathy and wife, Queenye Sloan Abernathy, of record in Book 4631, page 353, Register's Office for Davidson County, Tennessee, and vested in said parties pursuant to the closing of Pearl Street as closed in Metropolitan County Council Bill No. 79-1252 and being part of the same property conveyed to Gorin & LeWitt Enterprises, a joint venture composed of Alfred Allen Gorin, Harold C. LeWitt, Thomas A. Gorin and Jefferson A. Gorin by deed from Alfred Allen Gorin and wife, Sammie O. Gorin, Harold C. LeWitt and wife, Dorothy B. LeWitt, Thomas Harding Gorin and Jefferson A. Gorin of record in Book 5394, page 792, Register's Office for Davidson County, Tennessee, the said Harold C. LeWitt having conveyed his interest in said property to Alfred A. Gorin, Thomas H. Gorin, and Jefferson A. Gorin by deed of record in Book 5569, page 527, Register's Office for said County.

TRACT II:

An easement for ingress and egress to Tract I for all purposes, on and over a tract of land being part of Lot Nos. 27 and 29 on the Joseph W. Bell Plan of record in Book 21, page 13, Register's Office for Davidson County, Tennessee, and part of "closed" 24th Avenue, North, declared closed, vacated, and abandoned in Metropolitan County Council Bill No. 70-1313, and being more particularly described according to a property survey by John Kohl and Company, P.C., dated November 4, 1983, and revised November 10, 1983, as follows:

Beginning at a point in the northerly margin of Clifton Avenue, at the northwest intersection of the Illinois Central Railroad property and Clifton Avenue; thence with the northerly margin of Clifton Avenue, N 88° 04' 41" W, 30.51 feet to a point; thence N 45° 17' 02" E, 125.74 feet to a point; thence N 39° 26' 12" E, 31.60 feet to a fence post, said point being the southwest corner of the above described Tract I; thence with the southern boundary of said Tract I, S 70° 18' 57" E, 47.70 feet to a fence post in the northwest margin of the Illinois Central Railroad property; thence with the northwest margin of the Illinois Central Railroad property; thence with the northwest margin of said Railroad property, S 51° 41' 38" W, 157.82 feet to the point of beginning.

Being part of the same property conveyed to Gorin & LeWitt Enterprises, a joint venture composed of Alfred Allen Gorin, Harold C. LeWitt, Thomas A. Gorin and Jefferson A. Gorin by deed from Alfred Allen Gorin and wife, Sammie O. Gorin, Harold C. LeWitt and wife, Dorothy B. LeWitt, Thomas Harding Gorin and Jefferson A. Gorin of record in Book 5394, page 792, Register's Office for Davidson County, Tennessee, the said Harold C. LeWitt having conveyed his interest in said property to Alfred A. Gorin, Thomas H. Gorin, and Jefferson A. Gorin by deed of record in Book 5569, page 527, Register's Office for said County.

H94853
H 9 4 8 5 3

IDENTIF. TENNESSEE
DEC 30
DAVIDSON

RUSH

ADDENDUM "A"

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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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

475000.00- CAMT.
474000.00- MAMT.
1245.40 CSTAX
472.00 MSTAX
.50 PRFEE
9.00 WDEED
CHECK 1726.90-
3095A12/30/83 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

H94853

IDENTIF. REFERENCE

DEC 30 1 55 PM '83

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN

No. 3606