This instrument prepared by
W. Ovid Collins, Jr., Attorney
P. O. Box 2808
Nashville, TN 37219

Installment Deed

BOOK 6350 PAGE 555

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Filbert J. Martocci, Jr.	Same	Field Book
(NAME:) 947 Woodland Street	(NAME:)	18W-02815 Map 8212
(STREET ADDRESS OR ROUTE NUMBER) Nashville, TN 37206	(STREET ADDRESS)	Field Book 18W-02795 Map 8212
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION of the sum of One Hundred and Fifty Thousand - ($150,000) - - - - *Dollars, of which* Thirty Thousand - ($30,000) - - - - *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* of One Hundred and Twenty Thousand - - - - - - - - - - - - - - - - - - -

(1) unrecorded lease between Third National Bank in Nashville, Trustee, and Promotional Consultants, Inc. dated November 5, 1982.

(2) If all or any part of the above described property or an interest therein is sold or transferred by Trustor without the prior written consent of the holder of the above lien indebtedness, excluding (a) the creation of a lien or encumbrance subordinant to this Installment Deed, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, the holder of the indebtedness may, at his option, declare all the sums secured by this Deed Of Trust to be immediately due and payable. The holder shall have waived such option to accelerate if, prior to the sale or transfer, he and the person to whom the property is to be sold or transferred reach an agreement in writing that the credit of such person is satisfactory to the holder and that the interest payable on the sum secured by this Installment Deed shall be at such rate as the holder shall request. If the holder has waived the option to accelerate provided in this paragraph and if Trustor's successor in interest has executed a written assumption agreement accepted in writing by the holder, such holder shall release Trustor from all obligations under this Installment Deed and the Note.

If the holder exercises such option to accelerate, he shall mail Trustor notice of acceleration which shall provide a period of not less than 30 days from the date the notice is mailed within which Trustor may pay the sum declared due. If Trustor fails to pay such sums prior to the expiration of such period the holder may, without further notice or demand on Trustor, invoke any remedies permitted by the provisions of this instrument.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $ 150,000.00

Subscribed and sworn to before me, this the 1st day of August 19 84

Affiant

My commission expires

(Affix Seal)

B. Edwards - Dep. Reg.
Notary Public

unimproved ( )
This is improved (X) property, known as 948 Woodland Street, 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, his ~~(their)~~ ~~(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 for 1984 realty taxes which have been prorated and assumed by Grantee and restrictions and easements of record and [continued above (1)]

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Grantee, his heirs and assigns, against the lawful claims of all persons. but in our capacity as Trustee only and not otherwise.

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 installaments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said Grantor hereinafter referred to as trustor, hereby transfer and convey unto S. Richard Gammel, 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:

Trustor agrees 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 $ 120,000, 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.

Trustor further agrees to pay all taxes and assessments thereon, general or special, and to pay them when and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, 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 trustor 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:

/the statutory right and

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. NOTICE: The clauses inserted hereinabove (2) are incorporated herein.

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 1st *day of* August, *19*84

ASST. V. P. & TRUST REAL ESTATE OFFICER

ATTEST: J.R. Bransfield
Asst. Trust Officer

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, BEBEE P. GRACE, *a Notary Public in and for said County and State,* FILBERT J. MARTOCCI, JR.

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, *Tennessee, this* 1st *day of* AUGUST, *19*84

Bebee P Grace
Notary Public

BEBEE P. GRACE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Commission expires Oct. 19, 1986

STATE OF TENNESSEE

COUNTY OF DAVIDSON

BOOK 6350 PAGE 558

Personally appeared before me, BEBEE P GRACE, *a Notary Public in and for said County and State,* FILBERT J. MARTOCCI, JR.,

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, TN.
this 1ST *day of* AUGUST, *19* 84.

Bebee P. Grace *Notary Public*

Commission expires Oct 19, 1986

BEBEE P. GRACE NOTARY PUBLIC DAVIDSON COUNTY

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, BEBEE P GRACE, *a Notary Public of the State and County aforesaid, personally appeared* R.E. EVANS AND S.R. BRUMFIELD, *with whom I am personally acquainted, and who, upon oath, acknowledged* THEMself *to be* AVP, TRUST REAL ESTATE OFFICER ~~of the~~ AND V.P. AND TRUST OFFICER, RESPECTIVELY, OF THE *the within named bargainor, a corporation, and that* THEY *as such* OFFICERS *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* THEMSELVES AS ASST. V. P. & TRUST REAL ESTATE OFFICER and VP AND TRUST OFFICER, RESPECTIVELY.

Witness my hand and seal, at office in NASHVILLE, TN.
this 1st *day of* August, *19* 84

Bebee P. Grace *Notary Public*

Commission expires Oct. 19, 1986

BEBEE P. GRACE NOTARY PUBLIC DAVIDSON COUNTY

I 4 0 1 1 0

IDENTIF. REFERENCE

AUG 1 1 04 PM '84

FELIX Z. WILCOX II REGISTER
DAVIDSON COUNTY, TN

INSTALLMENT DEED

FROM

TO

Compliments of
Chicago Title Insurance Company
First Floor — First American Center
Phone 255-4631
NASHVILLE, TENNESSEE 37238

Chicago Title Insurance Company
2000 Richard Jones Road
Nashville, Tenn. 37215
Phone 298-2627

OFFICIAL RECEIPT

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

BOOK 6350 PAGE 559

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

150000.00- CAMT.
120000.00- MAMT.
390.00 CSTAX
118.00 MSTAX
.50 PRFEE
12.00 WDEED
CHECK 520.50-
8597A08/01/84 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 4 0 I I 0 I

IDENTIF. REFERENCE

AUG 1 1 04 PM '84

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No.0057504