This Instrument Prepared By:
S. Ralph Gordon, Attorney, 704 18th Avenue South, Nashville, Tenn. 37203

Address New Owner as Follows	Send Tax Bills To:	Map-Parcel Numbers
D.O.L. Properties, a partnership 813 5th Avenue South Nashville, TN.	Same	93-15-160

INSTALLMENT DEED BOOK 6652 PAGE 775

FOR AND IN CONSIDERATION of the sum of Four Hundred Thousand ($400,000) Dollars of which Fifteen Thousand ($15,000) Dollars has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their Promissory Note of even date herewith in the principal sum of Three Hundred Eighty Five Thousand ($385,000) Dollars payable as follows: Fifteen Thousand ($15,000) Dollars on October 9, 1985; Seventy Thousand ($70,000) Dollars on January 9, 1986, and commencing on the 9th day of February, 1986, the sum of Three Thousand Two Hundred Twenty Three and 83/100 ($3,223.83) Dollars, and thereafter on the same day of each succeeding month, the sum of Three Thousand Two Hundred Twenty Three and 83/100 ($3,223.83) Dollars, which installment payments include interest on the unpaid balance at the rate of ten (10%) percent per annum, and providing for payment of attorney's fees, and to secure the payment of said note, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed.

Gershon W. Klotwog and wife, Joyce J. Klotwog, hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto D.O.L. Properties, a partnership comprising of Larry W. Deason, Roger Oakes, and John Lerchen, herein called the grantees, their heirs and assigns, certain real property in Davidson County, Tennessee, as follows:

TRACT I:
Land in Davidson County, Tennessee, described to wit:

Land in Davidson County, Tennessee, being the northerly 30½ feet of the southerly 60½ feet of Lot No. 70 on the Plan of Barrow Grove Addition, as of record in Book "S", Page 279, Register's Office for said County.

Said part of Lot No. 70 fronts 30½ feet on the easterly side of 5th Avenue South, formerly Summer Street, and runs back between parallel lines, parallel with and 151 feet north of the northerly margin of Mulberry Street, 176 feet to an alley.

Being the same property conveyed to Gershon Klotwog by deed from Commerce Union Bank, Successor by Merger to Broadway National Bank, Administrator of the Estate of A. Nathan Klotwog, Deceased, of record in Book 3644, Page 95, Register's Office for Davidson County, Tennessee.

TRACT II:
Land in Davidson County, Tennessee, described to wit:

Being the southerly 30 feet of Lot No. 70 in Barrow Grove Addition, to the City of Nashville, fronting 30 feet on the easterly side of Fifth Avenue, South, formerly South Summer Street, and running back, between parallel lines 176 feet to an alley, as per plan recorded in Book "S", Page 279, of the Register's Office for said County, and more particularly described as beginning at a point on the easterly side of Fifth Avenue South, 121 feet north of the northerly margin of Mulberry Street; running thence easterly parallel to the northerly margin of Mulberry Street, 176 feet to an alley; thence northerly with the westerly margin of said alley, 30 feet; thence westerly 176 feet to the easterly margin of Fifth Avenue South; thence southerly with the easterly margin of Fifth Avenue South 30 feet to the beginning.

Being the same property conveyed to Gershon Klotwog and wife, Joyce J. Klotwog by deed from Mollie Fergenbaun and Marilyn Stern of record in Book 3882, Page 989, Register's Office for Davidson County, Tennessee.

TRACT III:
Land in Davidson County, Tennessee, described to wit:

Being part of Lot No. 69 on the Map of Barrow Grove, as of record in Book "S", Page 279, Register's Office for said County, described as follows:

Beginning at a point in the east margin of 5th Avenue South, at the northwest corner of the property conveyed to J. J. Nelson and wife, of record in Book 545, Page 343, Register's Office; said point being 60 feet north of Mulberry Street; thence along Nelson's north line, easterly 176 feet to the west margin of an alley; thence with the west margin of said alley northerly 61 feet to a point; thence westerly 176 feet to the east margin of 5th avenue South; thence with the margin of the same, southerly 61 feet to the point of beginning.

Being the same property conveyed to Gershon Klotwog and wife, Joyce K. Klotwog, by deed from S. A. Francescon and wife, of record in Book 4641, Page 240, said Register's Office and further being quitclaimed to Gershon Klotwog from Joyce K. Klotwog by deed of Record in Book 6222, Page 63, Register's Office for Davidson County, Tennessee.

The said Joyce J. Klotwog and Joyce K. Klotwog are one and the same person.

This is improved property known as 818, 820, 822 and 824 Fifth Avenue South, Nashville, Tennessee.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their 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.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, their heirs and assigns, against the lawful claims of all persons.

The Contract for the Sale of Real Estate heretofore executed by Gershon Klotwog and wife and Larry W. Deason is incorporated verbatim herein.

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 us in hand paid, we, the said grantees herein do hereby transfer and convey unto S. Ralph Gordon, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantees 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 $400,000 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 interest may appear. We further agree 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 we fail 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 we, the said grantees, 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 we 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; we 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 conveyance. We 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. We 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 advise 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 the grantees herein, their heirs, 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 lien notes, or, if more than one, then 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this 9th day of SEPTEMBER, 1985.

Gershon Klotwog

Joyce J. Klotwog

D.O.L. Properties, a partnership

Larry W. Deason

Roger Oakes

John Lerchen

FELIX E. ALLEN
DAVIDSON COUNTY REGISTER
NASHVILLE, TN.

SEP 11 9 48 AM '85

IDENTIFICATION REFERENCE

3 5 4 4 0

STATE OF TENNESSEE:
COUNTY OF DAVIDSON:

The actual consideration or value, whichever is greater, for this transfer is $400,000.00.

Affiant

Subscribed and sworn to before me, this the 9th day of September, 1985.

My Commission Expires: 5/3/89

Notary Public

STATE OF TENNESSEE:
COUNTY OF DAVIDSON:

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Gershon Klotwog and wife, Joyce J. Klotwog, Larry W. Deason, Roger Oakes and John Lerchen, 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 9th day of September, 1985.

My Commission Expires: 5/3/89

Notary Public

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF_____

FOR_____

BOOK 6652 PAGE 778

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

400000.00- CAMT.
385000.00- MAMT.
1040.00 CSTAX
383.00 MSTAX
.50 PRFEE
9.00 WDEED
CHECK 1432.50-
5695A09/11/85 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

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IDENTIFYING REFERENCE

SEP 11 9 48 AM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 171453