INSTALLMENT DEED

For and in Consideration of the sum of Four Hundred Twenty-Five Thousand and No/100----------($425,000.00)---------- Dollars, of which Twenty-Five Thousand and No/100----------($25,000.00)----- Dollars, has been paid in cash by J. H. Pittenger, Jr., "GRANTEE" the receipt of which is hereby acknowledged, and for the remainder Four Hundred Thousand and No/100----------($400,000.00)---------- Dollars, the said J. H. Pittenger, Jr. has executed his promissory note in the principal amount of Four Hundred Thousand and No/100 ($400,000.00) Dollars payable with interest thereon, as follows: On the 1st day of December, 1985 the sum of Four Thousand Eight Hundred and 67/100 ($4,800.67) Dollars and thereafter a like amount on the 1st day of each succeeding month for one hundred and Seventy Nine (179) consecutive months. Said payments to be applied first to payment of interest at the rate of twelve percent (12%) per annum on the principal sum or so much as shall from time to time remain unpaid and the balance to be applied to the payment of the principal sum, until the entire amount, both principal and interest, has been paid in full.

The said note contains other terms and conditions, which are incorporated herein by reference.

all of said notes bearing twelve per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, Albee P. Guttman, Trustee

has have this day bargained and sold, and do hereby transfer and convey unto the said J. H. Pittenger, Jr., his heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lots 59 to 66 inclusive and the alley between Lot 63 and 59 to 62 inclusive (Alley No. 198 1/2) closed pursuant to Ordinance No. 44-125, dated July 5, 1944, and part of Lots 109 to 114, inclusive, and the alley between Lot 112 and Lots 113 and 114 (Alley No. 159) and that part of Allison-Ash Street, facing or adjoining said lots, closed pursuant to Ordinance 78-921, dated June 8, 1978, on the Plan of Ewing, Wetmore and Others Addition to South Nashville, as of record in Book 14, pages 202 and 203, Register's Office for Davidson County, Tennessee, and as more particularly described according to the survey of Hal R. Swann, Jr., dated June 8, 1980, as follows, to-wit:

Commencing at a point on the eastern margin of Eighth Avenue South, said point being at the intersection of Eighth Avenue South and an alley at the northern line of the property; thence N 88° 17' E 260 to a point; thence S 1° 50' E 191 feet to a point; thence around a curve to the left with a radius of 20 feet and a length of 30.72 feet to a point; thence along the northern margin of Division Street 25.56 feet to a point; thence continuing along the margin of Division Street 587° 52' W 190 feet to a point; thence around a curve to the right with a radius of 25 feet and a length of 39.38 feet to a point on the eastern margin of Eighth Avenue South; thence N 1° 53' w 188 feet along the eastern margin of Eighth Avenue South to the point of beginning.

Being the same property conveyed to Albee P. Guttman, Trustee by deed from Joan Guttman Shapiro and Lynn Guttman Lent of record in Book 6542, page 716, said Register's Office.

This conveyance is made subject to the taxes for the year 1985, which are being prorated as of the date hereof, payment of which is expressly assumed by Grantee, and subject to any easements of record.

This is unimproved (X) improved ( ) property, known as 714 Eighth Avenue South (House Number) (Street) Nashville, TN 37202 P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said J. H. Pittenger, Jr., his 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, except as herein set out.

I further covenant and bind myself my successors and assigns ~~heirs and representatives~~, to warrant and forever defend the title to said real estate to said J. H. Pittenger, Jr., his heirs and assigns, against the lawful claims of all persons, insofar as I as Trustee am authorized so to do but no further or otherwise.

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 in hand paid, I, the said J. H. Pittenger, Jr.

do hereby transfer and convey unto Theodore H. Pailet, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

I, the said J. H. Pittenger, Jr.

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 $~~ enough to satisfy the notes 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.

I 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 I 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. *and to provide copies of paid receipts to Holder.

Now, if I, the said J. H. Pittenger, Jr. 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 I 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 I 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. I 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. I 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 J. H. Pittenger, Jr. his 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 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 Theodore H. Pailet, Trustee, shall be vested in said successor.

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 Albee P. Guttman, Trustee and J. H. Pittenger, Jr. hereunto set our hands at Nashville, Tennessee, this the 25th day of Oct. 1985

CORINNE M. PITTENGER, wife of J. H. PITTENGER, joins in this conveyance to divest herself of any marital rights she may have therein.

Albee P. Guttman, Trustee
Albee P. Guttman, Trustee

J. H. Pittenger, Jr.

Corinne M. Pittenger
Corinne M. Pittenger

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named and J. H. Pittenger, Jr. and Corinne M. Pittenger

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 25th day of October, 25, 1985

My Commission Expires Sept. 9, 1989

Commission Expires _____ Betty Sharp, Notary Public.

STATE OF Tennessee
Davidson **County.**

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named ALbee P. Guttman, Trustee

the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville this 25th day of October, 1985

Commission Expires Oct 16, 1989 _____, Notary Public.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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)

RECEIVED FOR RECORD
Oct 25 4 03 PM '85
DAVIDSON COUNTY, TN
REGISTER'S OFFICE

INSTALLMENT DEED

FROM
Albee P. Guttman, Trustee

TO
J. H. Pittenger, Jr.

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

TORLEY CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO	MAP-PARCEL NUMBERS
J. H. Pittenger, Jr. (NAME)	same (NAME)	93-14:
714 8th Ave., S (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	241 & 575
Nashville, TN 37202 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

Mail

THIS INSTRUMENT WAS PREPARED BY

Theodore H. Pailet
Attorney at Law
1906 South Street
Nashville, TN 37212

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 425,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 25th DAY OF OCTOBER, 1985.

Notary Public

MY COMMISSION EXPIRES: My Commission Expires Sept. 9, 1989

(AFFIX SEAL)

OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____ BOOK 6693 PAGE 16

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

4252.[illegible]-
40[illegible].00-
1185.00 [illegible]
390.00 [illegible]
.50 [illegible]
18.00 [illegible]
CHECK 15[illegible]-
0523A10/25/85 3[illegible]

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

4781 9

IDENTIFT REFERENCE

OCT 25 4 08 PM '85

FELIX Z. WILSON, II REGISTER
D. DAVIDSON COUNTY, TN

No. 185892