INSTALLMENT DEED

BOOK 6751 PAGE 621

EEI CHURCH STREET LIMITED, A Tennessee Limited Partnership, Grantor

to

MELVIN H. GOLDMAN, Grantee

This instrument prepared by:

MICHAEL J. PHILBIN, Attorney
One Union Street
Nashville, Tennessee 37201

Address New Owner:
Melvin H. Goldman
1633 Church Street
Nashville, TN 37203

Send Tax Bills to:
Melvin H. Goldman
5949 Sedberry Road
Nashville, TN 37205

Street No. On Church St.	Lot No. On Boyd Home Tract	Field Book No.	Map/Parcel No.
1601	39 + 40	09W 03950	092-12-0 367.
1633	41	09W 03970	092-12-0 368.
1633	42	09W 03980	092-12-0 369.
1633	43	09W 03990	092-12-0 370.
1629	44,45,46	09W 04000	092-12-0 371.

For Register's Use

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $850,000.00.

Melvin H. Goldman, Affiant

SWORN TO AND SUBSCRIBED before me this 31st day of December, 1985.

NOTARY PUBLIC

My Commission Expires: 11-1-87

65237

IDENTIFICATION REFERENCE

Dec 31 2 53 PM '85

FELIX Z. ANDERSON, REGISTER
DAVIDSON COUNTY, TN

RUSH

FOR AND IN CONSIDERATION of the sum of Eight Hundred Fifty Thousand and No/100 ($850,000.00) Dollars, of which Five Hundred Thirty-Five Thousand Seven Hundred Twenty and 25/100 ($535,720.25) Dollars has been paid in cash by the Grantee hereinafter named, the receipt of which is hereby acknowledged and for the remainder said Grantee has executed one (1) promissory note of even date herewith, in the principal amount of Three Hundred Fourteen Thousand Two Hundred Seventy-Nine and 75/100 ($314,279.75) Dollars payable in accordance with the terms and conditions set forth therein, EEI Church Street Limited, a Tennessee limited partnership, hereinafter called the Grantor, has this day bargained and sold and does hereby transfer and convey unto Melvin H. Goldman, hereinafter called Grantee, his heirs and assigns, certain real estate situated in Davidson County, Tennessee, described as follows:

DESCRIPTION

TRACT I.

LAND in Davidson County, Tennessee, being Lots Nos. 39 and 40 on the Plan of the Boyd Home Tract as of record in Book 21, page 39, Register's Office for said County. Said Lots Nos. 39 and 40 front 50 feet each on the southerly side of Church Street, as

widened, and run back between parallel lines 172 1/2 feet to an alley with Lot No. 39 running back with the westerly margin of 16th Avenue North.

TRACT II.
LAND in Davidson County, Tennessee, being Lots Nos. 41, 42, 43, 44, 45 and 46 on the Plan of the Boyd Home Tract as of record in Book 21, page 39, Register's Office for said County. According to a survey made by Barge, Waggoner and Sumner, Engineers, dated March 19, 1969, said Lots Nos. 41, 42, 43, 44, 45 and 46 front together 332.3 feet on the southerly side of Church Street and extend back 172.04 feet on the easterly line and 172.30 feet on the westerly line with the easterly margin of 17th Avenue North, to an alley, measuring 331 feet thereon.

Being the same property conveyed to EEI Church Street Limited by installment deed from Wometco Coca-Cola Bottling Company of Nashville, Inc. of record in Book 5580, Page 526, R.O.D.C.

A lien is expressly retained on the land herein conveyed for the purpose of securing the payment of the aforesaid note including any extensions, modifications, or renewals thereof, together with principal, interest, reasonable attorney's fees, expenses and court costs associated with collection.

This is improved property known as 1601, 1629 and 1633 Church Street, Nashville, Tennessee 37203. See Page 1 of this instrument for corresponding lot numbers, map and parcel numbers and field book numbers.

It is further understood and agreed between the parties that if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness under this installment deed and the note secured hereby remaining unpaid, are hereby assigned by and shall be paid forthwith to the noteholder or his assignee to be applied by him on account of the Grantee to the indebtedness secured hereby, whether due or not.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantee, and his assigns forever. Grantor covenants that he is lawfully seized and possessed of said real estate in fee simple, has a good and lawful right to convey it, and that the same is unencumbered.

Grantor further covenants and binds himself and his successors and assigns, to warrant and forever defend the title to the said real estate to said Grantee, his heirs and assigns, against the lawful claims of all persons.

AND NOW, for the purpose of better and more effectually securing the payment of the aforesaid note, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the nonpayment of said note as it matures, and for the additional consideration of ONE DOLLAR ($1.00), paid to the Grantee, said Grantee and his wife, Jacqueline F. Goldman, who joins in this conveyance for the purpose of conveying whatever right, title or interest she may have in the property herein described, do hereby transfer and convey unto MICHAEL J. PHILBIN, Trustee, his successors and assigns, the real estate hereinabove described, with the appurtenances, estate, title and interest thereto belonging, for the aforesaid purposes only. The Grantee does hereby agree to keep all buildings now on, or which may be hereinafter erected on said property, insured with some reliable fire insurance company or companies for an amount equal to the full replacement cost of the improvements, as well as naming Grantor as loss payee and as an additional insured thereon, until the note herein secured is fully paid. Grantee further agrees that proof of such insurance shall be furnished annually on or before the 1st day of January and that such policy shall provide that the company will not cancel coverage without first giving

adequate notice of such cancellation to Grantor. 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 on or before March 1st of each year with the proof of payment being furnished to Grantor; and in case Grantee fails to do so, then the said Trustee, or the lawful owner and holder of said note, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured herein, the same to bear interest at Ten percent (10%) per annum from the date of such payment. Grantor shall have the right to inspect the premises at reasonable times upon giving written notice to Grantee.

Now, if the said Grantee shall pay the note aforesaid when due, according to its 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 Grantee fails to pay the said note or part thereof promptly at maturity, or if Grantee fails to pay the taxes, keep up repairs or keep said premises insured as herein provided; or if Grantee fails to reimburse the Trustee or the noteholder for all sums, with interest, so expended by said Trustee, or the noteholder, within thirty (30) days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the noteholder without notice, the remaining indebtedness hereby secured shall immediately become due and payable, and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty (20) days' notice by three (3) publications in any newspaper, daily or weekly, circulated in Davidson County, Tennessee, to sell said property at the front door of the Courthouse in said County to the highest bidder for cash, at public outcry, free from the statutory right of redemption as provided for in TCA 66-8-101 et. seq., homestead, dower and all other rights and exemptions of every kind which are 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 noteholder may bid at any sale under this conveyance. Grantee agrees that the Trustee may, at any time after default in the payment of said note, enter and take possession of said property and shall only account for the net rents actually received by him. Grantee further agrees that in the event the Trustee fails, before selling said property, as herein provided, to enter and take possession thereon, 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 a sale hereunder, the proceeds will be applied by the Trustee as follows:

First, 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 instituting or defending any litigation which may arise on account of the execution of this conveyance and the enforcement of said lien; and also the expenses and court costs associated with such litigation.

Second, to the payment of all taxes which may be unpaid on said premises.

Third, to the payment of the unpaid note herein secured, and any and all sums expended in the protection of said property, as herein authorized.

Fourth, the residue, if any, will be paid to the Grantee herein, or his assigns, provided, however, in the event other lienholders of the property are in existence at the time of the foreclosure sale, the Trustee is authorized to distribute the residue to such lienholders or interplead the same into the Clerk's office of a court of competent jurisdiction, in which event reasonable attorney's fees, expenses, and court costs associated with such litigation may be recouped from the fund interpleaded with the Clerk.

In case of the death, absence, inability or refusal to act of said Trustee at any time when action under the foregoing power and trust may be required, or at such time as the noteholder deems appropriate within his sole discretion, the noteholder 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 this trusteeship.

IN WITNESS WHEREOF the undersigned Grantor, Grantee and Grantee's wife, Jacqueline F. Goldman, who has joined in this conveyance for the purpose of conveying whatever right, title or interest that she may have in the above described property, have hereunto set their hands this 31st day of December, 1985.

EEI CHURCH STREET, A
Tennessee Limited Partnership

By: David M. Erwin 12/31/85
David M. Erwin,
General Partner

MELVIN H. GOLDMAN

Jacqueline F. Goldman
JACQUELINE F. GOLDMAN

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared David M. Erwin, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who upon his oath acknowledged himself to be the General Partner of EEI Church Street Limited, a Tennessee Limited Partnership, the within named bargainor, and that he as such General Partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited partnership by the said David M. Erwin as General Partner.

WITNESS my hand and official seal at Nashville, Tennessee, this 31st day of December, 1985.

Shirley L. Davis
NOTARY PUBLIC

My Commission Expires: 11-1-87

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, Melvin H. Goldman and wife, Jacqueline F. Goldman, the bargainor(s) with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 31st day of December, 1985.

Shirley L Davis
NOTARY PUBLIC

My Commission Expires: 11-1-80

1601 12/31 0337.00- CHECK

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

RECEIVED OF _____

FOR _____ BOOK 6751 PAGE 626

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
			050[illegible] .50- [illegible]	
			314879.70- [illegible]	
			2510.00 DSTAX	
			312.30 MSTAX	
			.50 PRFEE	
			16.00 MRE-D	
			CHECK 2537.80-	
1601	A	12/31/85	3AL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

65237

IDENTIFICATION REFERENCE

DEC 31 2 55 PM '85

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 206461