INSTALLMENT DEED

For and in Consideration of the sum of One Hundred Forty Thousand and No/100 ----------($140,000.00)---------- Dollars, of which Twenty Thousand and No/100 ($20,000.00)---------- Dollars, has been paid in cash by Howard Sims and wife, Billie Sims the receipt of which is hereby acknowledged, and for the remainder One Hundred Twenty Thousand and No/100----------($120,000.00)---------- Dollars, the said Howard Sims and wife, Billie Sims ha ve executed their promissory note of even date herewith, payable to the order of Morrie Speer and wife, Doris Speer, promising to pay the principal sum of One Hundred Twenty Thousand and No/100 ($120,000.00) Dollars in equal monthly installments of principal and interest of One Thousand Four Hundred Thirty-Four and 09/100 ($1,434.09) Dollars including interest at the rate of ten percent (10%) per annum. The first of the aforesaid monthly installments of principal and interest shall be due on March 1, 1986 and on the first day of each and every month thereafter until February 1, 1998, at which time the entire unpaid balance if not sooner paid, shall be due and payable together with any interest due and payable on such date.

all of said notes bearing ~~six~~ ten 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, we, Morrie Speer and wife, Doris Y. Speer,

have this day bargained and sold, and do hereby transfer and convey ~~unto the said~~ Howard Sims and wife, Billie Sims, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: See EXHIBIT "A" attached hereto and made a part hereof. This conveyance is being made expressly subject to the following:

1. Taxes for the year 1986 which are being prorated as of the date hereof, payment of which is expressly assumed by the said Howard Sims and wife, Billie Sims.

2. Easement for "fill slope" along the westerly margin of Lafayette St. having a maximum width of 4 feet vested in the City of Nashville by decree entered in Minute Book 36, page 218, Third Circuit Court for Davidson County, Tennessee. TRACT II

3. Easement for by decree of record in Minute Book 36, page 244 of the Third Division of the Circuit Court of said County, an easement was granted to the City of Nashville for a "fill slope" along the margin of Lafayette Street having a maximum width of 4 feet. TRACT III

4. Easement for fill slope adjacent to the southerly margin of Lafayette Street as widened, as taken by the City of Nashville, and shown on the Plan for widening said Street, together with any other part of premises actually taken by said City in Widening said Street. (This affects property fronting on LaFayette Street or Murfreesboro Road) TRACT IV

5. Five foot easement for fill slope adjacent to southwesterly margin of Murfreesboro Pike as widened as set out in Decree entered in Minute Book 40, page 27, Third Circuit Court in cause of City of Nashville vs. African Methodist Episcopal Sunday School Union, et al, Rule No. 32206 said Court. (This affects the westerly 30 feet of the property fronting on Murfreesboro Road or LaFayette Street) TRACT IV

6. Easement for sewer as shown on the plan in the office of the City Engineer of the City of Nashville. (This affects the tract fronting 58 feet on the north side of First Avenue South running back between parallel lines 100 feet along the westerly margin of an alley. TRACT IV

7. Easement for 5 foot fill slope adjacent to the southwesterly margin of LaFayette Street set out in Minute Book 39, page 47, Third Circuit Court. TRACT V

8. Easement for a sewer shown on the Map in the office of the City Engineer, City of Nashville, TRACT IV

MORRIS SPEER and MORRIE SPEER are one and the same person.

This is unimproved ( ) improved (X) property, known as 45, 47, 49, 51 and 55 Lafayette Street (House Number) (Street) Nashville, Tennessee 37210 P. O. Address: (City or Town) (Zip Code)

EXHIBIT "A"

LEGAL DESCRIPTION

TRACT 1: Land in Davidson County, Tennessee, being described as follows:

Beginning at a corner of concrete step in the easterly margin of First Avenue, South 4 1/2 feet west of corner of Kleiser's Pharmacy, and running thence with the easterly margin of First Avenue, South N 30 deg. 40' West 35.7 feet to the beginning of a curve; thence with curve of 11 foot radius and central angle of 140 23' a distance of 26.94 feet to point of tangent in south line of Lafayette Street as widened; thence with south line of Lafayette Street as widened S 70 deg. 17' E 32 feet to west margin of Concrete walk; thence with west margin of concrete walk alongside Kleiser's Pharmacy, S 35 deg. 09' W 43.5 feet to beginning.

Being the same property conveyed to Morrie Speer by deed from William A. Lutin, et al of record in Book 4844, page 573, said Register's Office.

TRACT II:
Land in Davidson County, Tennessee, being part of Lot No. 4 on the Map of the Enoch Fly property, as of record in Minute Book "K", page 76, County Court Clerk's Office for said County, described as follows:

Beginning on the easterly margin of First Avenue South, formerly Maple Street, at the southwest corner of a part of said lot formerly owned by Joseph G. Branch, being 38 feet northerly from the corner of lots Nos. 4 and 5 on said Plan; thence with the easterly margin of said Avenue, northerly 33 feet 2 inches to the southwest corner of a part of said lot formerly owned by Rosa Schatten; thence with her southeasterly line, northeasterly 41 feet, more or less, to a point in the southern margin of Lafayette Street, as widened and established in a condemnation suit by the City of Nashville by decree of record in Minute Book 36, page 218, of the Third Circuit Court for said County; thence with said margin of Lafayette Street in an easterly direction 29 feet more or less, to the northwesterly line of said Branch lot; thence with the westerly line of said lot, southwesterly to the beginning.

Being the same property conveyed to Morrie Speer and wife, Doris Y. Speer by deed from Elmora Kleiser and Mary Agnes Noonan Miller of record in Book 4190, page 829, said Register's Office.

TRACT III:
Land in Davidson County, Tennessee, being a part of Lot No. 4 on the Map of the Enoch Fly Estate properties, of record in Minute Book "K", page 76, of the County Court for said County, and described according to a survey made by Geo. W. Watkins Surveyor, June 11, 1949, as follows:

Beginning at a point in the southerly margin of Lafayette Street, as widened and established in a condemnation suit by the City of Nashville, by decree of record in Minute Book 36, page 244, of the Third Division of the Circuit Court, in the original line between lots Nos. 4 and 5 on said plan; thence with the margin of Lafayette Street, westerly 44.5 feet, more or less, to a point, thence southerly 63 feet, more or less, to a point in the northwesterly margin of Maple Street, now First Avenue South; thence with the margin of same, southeasterly 38 feet to a point in the line between lots 4 and 5; thence with said line, easterly 49 1/2 feet, more or less, to a point at a turn in said line and continuing with said line north 47.4 feet, more or less, to the point of beginning.

Being the same property conveyed to Morrie Speer by deed from William Waddy, individual and as trustee, and wife Slora K. Waddy of record in Book 4165, page 450, said Register's Office.

TRACT IV: PARCEL A
Land in Davidson County, Tennessee, being part of Lots No. 5 and 6 on the Plan of the Subdivision of Enoch Fly property of record in Minute Book K, page 76, County Court for said County and described according to a copy of a survey made by Hal R. Swann, Jr., surveyor, dated September 19, 1964, as follows:

Beginning at an iron pin in the southwesterly present margin of Murfreesboro Road (Lafayette Street) and an alley; thence along the northwesterly margin of said alley southwesterly 202.9 feet to an iron pin at the intersection of easterly line of First Avenue South; thence with the margin of said Avenue northwesterly 58 feet to a railroad spike at the common corner of Lots Nos. 5 and 6; thence with the line between said lots northeasterly 87.1 feet to an iron pin which iron pin is 54.2 feet southerly from the margin of Murfreesboro Road or LaFayette Street as measured at right angles thereto; thence northwesterly 30 feet to an iron pin; thence northeast 51 feet to an iron pin in the southwesterly margin of Murfreesboro Road or LaFayette Street; thence with said margin southeasterly 145 feet to the point of beginning.

PARCEL B
Land in Davidson County, Tennessee, being part of Lot No 5 on the plan of the subdivision of the Enoch Fly property of record in Minute Book K, page 76, County Court for said County, and described according to a copy of a survey made by Hal R. Swann, Jr., Surveyor, dated December 19, 1964, as follows:

Beginning at a point in the easterly margin of First Avenue South at an iron spike located 58 feet northwesterly from the intersection of a 16 foot alley; thence with said Avenue in a northwesterly direction 55.7 feet to an iron pin; thence easterly 49.5 feet to an iron pin which is 47.4 feet from the southwesterly margin of LaFayette Street (of Murfreesboro Road), thence southeasterly 65.7 feet to an iron pin; thence southwesterly 87.1 feet to the point of beginning.

Being the same property conveyed to Morris Speer by deed from Nellie M. Grinnell by deed of record in Book 4546, page 207, said Register's Office.

TRACT V:
Land in Davidson County, Tennessee, being a part of Lot No. 5 on the Plan of the Subdivision of the Enoch Fly property as of record in Minute Book K, page 76, County Clerk for Davidson County, Tennessee and more particularly described according to a survey by Hal R. Swann, Surveyor, dated September 19, 1964, as follows:

Beginning at an iron pin in the southwesterly margin of LaFayette Street; said point being 145.0 feet from the northwesterly intersection of LaFayette Street and a 16 foot alley; thence southwesterly 51.0 feet to an iron pin; thence northwesterly 35.7 feet to a point; thence northeasterly 47.4 feet to a point in the southwesterly margin of LaFayette Street; thence southeasterly, in said margin 40.6 feet to the point of beginning.

Being the same property conveyed to Morrie Speer by deed from James C. Matthai, Jr. et al, of record in Book 4578, page 552, said Register's Office.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Howard Sims and wife, Billie Sims, 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, except as herein set out.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said Howard Sims and wife, Billie Sims, their 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 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 them in hand paid, we, the said Howard Sims and wife, Billie Sims

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.

We, the said Howard Sims and wife, Billie Sims 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 $140,000.00 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.

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 Howard Sims and wife, Billie Sims 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 trust 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 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 Howard Sims and wife, Billie Sims 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 Davison 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 Morrie Speer and wife, Doris Y. Speer and Howard Sims and wife, Billie Sims hereunto set our hands at Nashville, Tennessee, this the 12th day of January 1986

Morrie Speer
Morrie Speer

Doris Y. Speer
Doris Y. Speer

Howard Sims
Howard Sims

Billie Sims
Billie Sims

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Nel W. Hamm, a Notary Public in and for said County and State, the within named Morrie Speer, Doris Y. Speer, Howard Sims and Billie Sims

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 12 day of January, 19 86

Nel W. Hamm
Notary Public.

Commission Expires 10/16/89

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

STATE OF _____
County.

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

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

Witness my hand and official seal at _____ this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

BOOK 6764 PAGE 429

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)

69540

IDENTIFICATION REFERENCE

JAN 16 3 39 PM '86

FELIX Z. HELSON REGISTER
DAVIDSON COUNTY, TN

INSTALLMENT DEED

FROM
Morrie Speer, et ux

TO
Howard Sims, et ux

Attorneys Title Company
Titles Guaranteed

NASHVILLE, TENN.

TOLLEY CO. NASHVILLE

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Howard Sims, et ux (NAME)	(same) (NAME)	93-15:
2325 pennington Bend Rd (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	357, 358, 359
Nashville, TN 37214 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	364, 365

THIS INSTRUMENT WAS PREPARED BY

Theodore H. Pailet, Attorney
1906 South Street
Nashville, Tennessee 37212

Mail

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 140,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 12th DAY OF January 1986.

Notary Public

MY COMMISSION EXPIRES: 12/12/89

(AFFIX SEAL)

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

RECEIVED OF _____

FOR _____

BOOK 6764 PAGE 430

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
			140[illegible].00- BAMT.	
			120[illegible].60- MAMT.	
			304.00 CSTAX	
			1[illegible].00 MSTAX	
			.50 PRFEE	
			15.00 MDEED	
			CHECK 60[illegible].00-	
6698A01/16/86			BAL .0[illegible]	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

6954 8

IDENTIF. REFERENCE

JAN 16 3 39 PM '86

FELIX Z. WILSON JR REGISTER
DAVIDSON COUNTY, TN

No. 211435