This instrument prepared by: Harris A. Gilbert, Attorney, 13th Fl., Third National Bank Bldg.
Nashville, TN 37219

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
The Schatten Three, Ltd.	Same	93-6-2
(NAME): c/o Schatten Properties 1617 Hayes Street, Suite 111	(NAME):	Field Book No.
(STREET ADDRESS OR ROUTE NUMBER) Nashville, TN 37203	(STREET ADDRESS)	SW-4310
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

BOOK 5825 PAGE 507

FOR AND IN CONSIDERATION of the sum of Fifty Thousand Dollars and no/100 ($50,000.00) *Dollars, of which* One Thousand Dollars and no/100 ($1,000.00) *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Forty Nine Thousand and no/100 ($49,000.00) *Dollars,* The Grantees, The Schatten Three, Ltd., a Tennessee limited partnership *have executed*

a promissory note in the amount of $49,000.00 payable to Emanuel Schatten on or before March 31, 2006, in accordance with the terms and conditions of the said note,

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, Emanuel Schatten, an unmarried man, *has ~~have~~ this day bargained and sold, and do hereby transfer and convey unto the said* The Schatten Three, Ltd., A Tennessee Limited Partnership *their (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

his one-half (1/2) interest in

SEE ATTACHED LEGAL DESCRIPTION (EXHIBIT A)

90174

IDENTIFICATION REFERENCE

APR 9 3 58 PM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $50,000.00

Subscribed and sworn to before me, this the 1 day of April 1986

Affiant

My commission expires: 4/17/88 (Affix Seal)

Notary Public

This is unimproved ( ) improved (X) property, known as 316 Broadway (House Number) Nashville, TN 37203 (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 The Schatten Three, Ltd., *their (successors), 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.*

I *further covenant and bind* myself and my *heirs and representatives, to warrant and forever defend the title to said real estate to said* The Schatten Three, Ltd. their *(successors), 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 indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said The Schatten Three, Ltd. *hereinafter referred to as trustors, hereby transfer and convey unto* Harris A. Gilbert, *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:*

Trustors 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 the sum of $....., 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.

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1450

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any 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 trustors 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:

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.

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 Registers 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.

Witness hand this 1 *day of* April, 19 86, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

Maxie Patton, Trustee Gen'l Partner

EMANUEL SCHATTEN

THE SCHATTEN THREE, LTD.

Emanuel Schatten

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Claudia H. Autry, *a Notary Public in and for said County and State,* EMANUEL SCHATTEN

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* April, *19* 86.

Claudia H. Autry *Notary Public*

Commission expires 4/17/88

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Claudia H. Autry, *a Notary Public of the State and County aforesaid, personally appeared* Maxie Patton, Trustee, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* the General Partner *of* The Schatten Three, Ltd., *the within named bargainor, a corporation, and that* he *as such* General Partner, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* himself *as* General Partner

Witness my hand and seal, at office in Nashville, TN, *this* 1st *day of* April, *19* 86.

Claudia H. Autry *Notary Public*

Commission expires 4/17/88

INSTALLMENT DEED

FROM

EMANUEL SCHATTEN

TO

THE SCHATTEN THREE, LTD.

TO

HARRIS A. GILBERT, TRUSTEE

Compliments of

GUARANTY TITLE

Office of

CHICAGO TITLE INSURANCE COMPANY

American Trust Building

S. W. Cor. Third & Union

NASHVILLE, TENNESSEE

TRACT NO. 1: Land in Davidson County, Tennessee being part of Lot No. 57 on the original plan of Nashville, not of record, described as follows: Beginning at a point 115 feet east of the northeast corner of 4th Avenue, North and Broad Street; thence with the northerly margin of Broad Street, eastwardly 25 feet 11 inches to Woodruff's corner; thence northwardly and parallel with 4th Avenue, North. 79 feet 11 inches; thence westwardly and parallel with Broad Street 25 feet 11 inches to a stone; thence southwardly through the center of a party wall, 79 feet 11 inches to the beginning.

TRACT NO. 2: Land in Davidson County, Tennessee being part of Lot No. 57 on the Original Plan of Nashville, not of record, and in the rear of the above described lot, being part of a 50 foot lot purchased from David N. Reed by Castleman and Lindsley and sold to McFarland by said Castleman, described as follows: Beginning at the southeast corner of said 50 foot lot on an alley; thence westwardly and parallel with Broad Street 67 feet 11 inches, more or less, to the easterly line of that part of Lot No. 57 which is known as House No. 318 Broad Street; thence along the east line of said lot in a northerly direction 50 feet to the south boundary line of another lot owned by McFarland Heirs; thence eastwardly, with the south boundary line of said lot 67 feet 11 inches, more or less, to the westerly margin of an alley; thence with the westerly margin of said alley, southwardly 50 feet to the beginning.

BEING the same property conveyed to Rebecca L. Guttman by deed from Fannie Pushin Rosenburg, of record in Book 4996, page 462, Register's Office for Davidson County, Tennessee; and being the same property devised to Doris Guttman Kaufman & Jerome Benjamin Guttman by the Last Will & Testament of Rebecca L. Guttman probated on May 12, 1977 in the Probate Clerk's Office of Davidson County, Tennessee, Will Book 120, Page 336.

Being the said one-half (1/2) interest in said property conveyed to Emanuel Schatten by deed from Jerome (Jack) Guttman, of record in Book 5512, Page 904, said Register's Office for Davidson County, Tennessee.

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____ BOOK 6825 PAGE 510

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
			50000.00-	CAMT.
			49000.00-	MAMT.
			180.00	CSTAX
			47.00	MSTAX
			.50	PRFEE
			9.00	WDEED
			CHECK	186.50-
			1490A64/09/86 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

90174

IDENTIFICATION REFERENCE

APR 9 3 50 PM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 235617