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INSTALLMENT DEED Form No. WD-4

FROM
J. E. Bennett, Leslie L. Farmer, Morris Levine, John A. Frazier, Clifton Todd, Trustees of Cumberland Lodge No. 8, F & A M

TO Clayton V. Cramb, Sr., Charles W. Alexander, L. Frank Gower, John W. Rundle, R. Parker Graham, Sr., Trustees of Phoenix Lodge No. 131, F & A M

For draftsman's use

This Instrument Was Prepared By

MORRIS LEVINE, Attorney-at-Law
1119 Stahlman Bldg., Nashville, Tenn.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Trustees, Phoenix Lodge 131 (NAME)	Cumberland Lodge & Phoenix Lodge (NAME)	Map. 103-8
4607 Sloan Road (STREET ADDRESS OR ROUTE NUMBER)	4607 Sloan Road (STREET ADDRESS)	Par. 133
Nashville, Tennessee (CITY) (STATE) (P. O. ZIP)	Nashville, TN 37209 (CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

I 3796 IDENTIFICATION REFERENCE

JUN 24 3 39 PM '86 FELIX Z. WILSON REGISTER DAVIDSON COUNTY, TN

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$250,000.00 [signature] Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 24th DAY OF June 1986

[signature] Notary Public

MY COMMISSION EXPIRES: 1-19-1988

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of

-----Two Hundred Fifty Thousand ($250,000.00)---------- DOLLARS

of which $ 50,000.00 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 in the principal sum of Two Hundred Thousand ($200,000.00) Dollars of even date herewith, which said note is payable to the order of Cumberland Lodge No. 8 F & A M. Said note provides for the payment of attorney's fees, if placed in the hands of an attorney for collection. Said note being payable in annual installments of $50,000.00 each, including interest at the rate of prime rate in Nashville on the unpaid principal balance. Annual payments are to be applied, first, to the payment of interest on the principal, or so much thereof as shall from time to time remain unpaid, and the balance to be applied to payment of principal, until the entire amount is paid in full. The first payment of $50,000.00 is due and payable on June 1, 1987, and thereafter on or before the first day of June, annually, until full payment is made with interest.

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

J. E. Bennett, Leslie L. Farmer, Morris Levine, John A. Frazier, & Clifton Todd, Trustees of Cumberland Lodge No. 8, F & A M hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Clayton V. Cramb, Sr. Charles W. Alexander, L. Frank Gower, John W. Rundle, R. Parker Graham, Sr., Trustees of Phoenix Lodge No. 131, F & A M, herein called grantees, their heirs and assigns, a one-half undivided interest in certain real estate in Davidson County, Tennessee, as follows:

Being parts of Lots 10 and 11 on the Plan showing subdivision of the eastern part of Warren B. Sloan's Whitworth Tract and part of Lot No. 341 in West Lawn Subdivision, also part of a 50 foot strip in the rear of Lots Nos. 10 and 11, not of record, described according to a survey made by George W. Watkins, Surveyor, March 12, 1953, as follows:

Beginning on the southeasterly margin of Sloan Avenue at a point 253.5 feet south of the southerly margin of West Lawn Drive; thence with said Avenue souwestwardly 85 feet to the northerly line of McConnel Field; thence with said line southeastwardly 354 feet to an iron pin in the west boundary line of Lot No. 340 on the plan of West Lawn Subdivision; thence with said line northwardly 147.5 feet; thence northwestwardly 256.8 feet, more or less to the beginning.

Being the same property conveyed to Leon A. Gerson, Alvin J. Friedman, Morris Levine, R. Leon Dotson, and Leslie L. Farmer, Trustees of Cumberland Lodge No. 8, F & A M, by deed from Otis L. Haygood and wife, Irene M. Haygood, of record in Book 4085, page 353, Register's Office for Davidson County, Tennessee.

4607 Sloan Road, Nashville, Tennessee

This is { unimproved (X) / improved ( ) } property, known as ---------- (House Number) (Street) P. O. Address: (City or Town) (Postal Zone)

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 represenatives, 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.

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 Louis Steinberg 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 $ insurable amount 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, the statutory right of redemption, homestead, dower, statutory or elective rights, 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 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 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 the 30th day of April, 19 86.

PHOENIX LODGE #131
Jno W. Rundle Jr Trustee
Charles W Alexander Trustee
Clayton V. Cramb Trustee

CUMBERLAND LODGE #8
J. E. Bennett Trustee
Leslie L. Farmer Trustee
Ralph [illegible], Trustee
Clifton Todd
Morris Levine

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 J. E. Bennett, Leslie L. Farmer, Morris Levine, John A. Frazier & Clifton Todd, Trustees of Cumberland Lodge No. 8, F & A M, the bargainors, 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 24 day of June, 1986.

David Lewis Notary Public

Commission expires 1-19-1988

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid

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 Clayton V. Cramb, Sr., Charles W. Alexander, [redacted], John W. Rundle, [redacted], Trustees of Phoenix Lodge No. 131, F & A M

the bargainors, 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 30TH day of APRIL, 1986.

Drusilla F. Cramb Notary Public

Commission Expires 7-18-87

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

RECEIVED OF _____

FOR _____

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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

250000.00-	CONT.
200000.00-	CONT.
650.00	COSTAX
198.00	MSTAX
.50	PRFEE
6.00	WDEED
CHECK	854.50-
937IA06/24/86 BAL	.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

1 3 7.9 8

IDENTIF. REFERENCE

JUN 24 3 39 PM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 262873