INSTALLMENT DEED

FROM: LOUIS STEINBERG and wife, BETTIE K. STEINBERG

TO: BENJAMIN F. FLAGG and wife, GENORA FLAGG

Address New Owner As Follows: Send Tax Bills: Map-Parcel Nos.

Mr. & Mrs. Benjamin F. Flagg
117 Lafayette Street
Nashville, TN 37210

Mr. & Mrs.
Benjamin F. Flagg 93-16-151
553 Rural Hill Road 14W-16170
Nashville, TN 37217

0221 1.

IDENTIFICATION REFERENCE

FEB 3 11 05 AM '88

DAVIDSON COUNTY, TN

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)
The actual consideration or value, whichever is greater, for this transfer is $44,000.00.

Louis Steinberg
AFFIANT

Sworn to and subscribed before me, this 4 day of January, 1988.

THIS INSTRUMENT PREPARED BY:
MORRIS LEVINE
Attorney at Law
1119 Stahlman Bldg.
Nashville, TN 37201

Notary Public
My commission expires: 11-12-89

FOR AND IN CONSIDERATION of the sum of Forty-Four Thousand ($44,000.00) DOLLARS, of which Ten Thousand ($10,000.00) Dollars, 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 Thirty-Four Thousand ($34,000.00) Dollars, of even date herewith, which said note is payable to the order of LOUIS STEINBERG and wife, BETTIE K. STEINBERG. 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 monthly installments of $328.11 each, including interest at the rate of 10% per annum on the unpaid principal balance. Monthly 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 $328.11 is due and payable on the 4th day of February, 1988, and thereafter on or before the 4th day of each succeeding month until full payment is made,

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,
LOUIS STEINBERG and wife, BETTIE K. STEINBERG,
hereinafter called the grantors, have this day bargained and sold, and does hereby transfer and convey unto
BENJAMIN F. FLAGG and wife, GENORA FLAGG,
herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, described as follows, to-wit:

BEGINNING at a point in the new southerly margin of Lafayette Street being 16 feet south of the old southerly margin of Lafayette Street, at the corner of Lots Nos. 423 and 424, thence with the line between said lots southerly 164 feet to a point, thence westerly to the easterly margin of Claiborne Street, thence with the margin of the same northerly 145 feet to a point at the beginning of a curve, thence around the curve in a northeasterly direction 28 feet to the south margin of Lafayette Street as now widened and located; thence with the margin of the same westerly 60 feet to the point of beginning.

BEING the same property conveyed to Abe Steinberg and wife, Freda Steinberg, by deed from Ernest K. Charlton and wife, Addie J. Carlton, of record in Book 1344, page 393, Register's Office for Davidson County, Tennessee, the said Abe Steinberg having since died.

BEING the same property conveyed to Louis Steinberg and wife, Bettie K. Steinberg, from Freda Steinberg, by a recorded Quitclaim Deed of record in Book 5312, page 478, Register's Office for Davidson County, Tennessee.

It is expressly understood and agreed by and between the parties that the following described land carved out of the original tract conveyed by the Union Central Life Insurance Company to Ernest K. Charlton and wife, Addie J. Charlton, as of record in Book 1163, page 24, Register's Office for Davidson County, Tennessee, is expressly excluded and eliminated from this deed, to-wit:

BEGINNING at the intersection of the eastern margin of Claiborne Street with the present southern margin of Lafayette Street, thence in an easterly direction with the present southern margin of Lafayette Street Seventy-Nine (79) feet more or less to the eastern margin of the lot or tract of land owned by E. K. Charlton, et ux., thence in a southerly direction with the eastern margin of the lots of tract of land of E. K. Charlton, et ux., Sixteen (16) feet, more or less, to the southern margin of proposed Lafayette Street widening, thence in a westerly direction with the southern margin of proposed Lafayette Street widening Sixty (60) feet more or less, thence continuing in a westerly and southerly direction, on a curve to the left with the southern margin of proposed Lafayette Street widening Twenty Eight (28) feet, more or less, to the eastern margin of Claiborne Street, thence in a northerly direction with the eastern margin of Claiborne Street Thirty Five (35) feet, more or less to the point of beginning.

Title to the particular part of the original tract owned by E. K. Charlton and wife, being expressly reserved and retained by them for the reason that said Grantors are under obligation to convey same to the City of Nashville, in order to comply with Highway improvements now being carried out by the said City of Nashville on the project known as the Lafayette Street Project.

This is improved property known as 117 Lafayette Street, Nashville, Tennessee 37210.

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. 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 for current year's property taxes, which are pro-rated and assumed by grantees, and, the lien created herein.

I further covenant and bind myself and my heirs and representatives, 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 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 GAY LISA LEVINE, Trustee, her 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 the 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 said 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 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, 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 grantor and grantees, have hereunto set our hands this the 4th day of January, 1988.

Louis Steinberg

Bettie K. Steinberg

Benjamin F. Flagg

Genora Flagg

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 LOUIS STEINBERG and wife, BETTIE K. STEINBERG, and BENJAMIN F. FLAGG and wife, GENORA FLAGG, 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 4th of January, 1988.

Nina R. Scarpelli
Notary Public

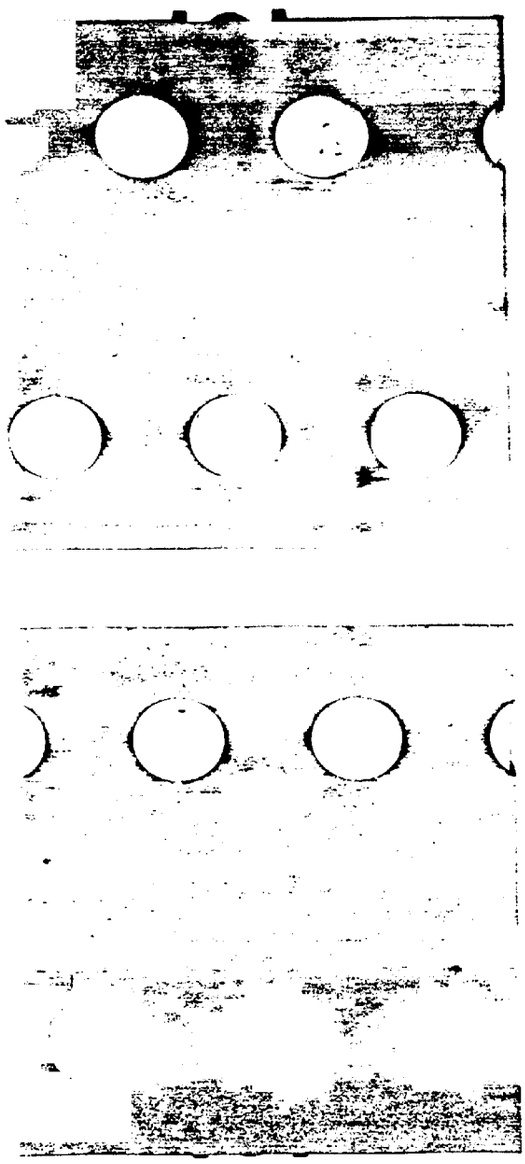
My Commission Expires: 11-12-89.

The Maximum Principal Indebtedness for Tennessee Recording Tax Purposes is $34,000.00.

3637 02/03 0101 03CHECK 167.70

OFFICIAL RECEIPT

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



RECEIVED OF _____

FOR _____

BOOK 7461 PAGE 962

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TAX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TAX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL
				CAMT 44000.00
				MAMT 34000.00
				CON TX 123.20
				MOR TX 32.00
				PRFEE 0.50
				WDEED 12.00
				TOTAL 167.70
				CHECK 167.70

02/03/88 01 10:06 0001 3637

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

02211

IDENTIFI REFERENCE

FEB 3 10 05 AM '88

DAVIDSON COUNTY, TN

No. 58494