INSTALLMENT DEED

BOOK 8701 PAGE 496

FROM

JAMES J. ASKEW, unmarried

TO

SAM HIRSHBERG

For draftsman's use

This instrument was prepared by:

STINNETT & WILKINSON
Attorneys at Law
106 Frey Street
Ashland City, Tennessee 37015

File No. 3100

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Sam Hirshberg (NAME)	Same (NAME)	104-2-337 & 338
109 29th Avenue North (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	21W-11480
Nashville, TN 37203 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	21W-11475

(FOR REGISTER'S USE)

STATE OF TENNESSEE }
COUNTY OF CHEATHAM }

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

$132,500.00 Sam Hirshberg
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 12th DAY OF August 19 92.

James W. Stinnett, Jr.
Notary Public

MY COMMISSION EXPIRES: 4-30-96

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of --One Hundred Thirty Two Thousand Five Hundred and 00/100 ----------($132,500.00)---------- DOLLARS of which $ 10,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has executed his promissory lien note of even date herewith, payable to the order of JAMES J. ASKEW, in the principal sum of $122,500.00, payable in 240 monthly installments of $1,024.64 each, beginning September 12, 1992, with a like sum of $1,024.64 on the 12th day of each consecutive month thereafter, until August 12, 2012, when the final installment shall be due and payable. Said monthly installments include interest at the rate of 8% per annum.

MAXIMUM PRINCIPAL INDEBTEDNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $122,500.00;

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.

I, James J. Askew, unmarried

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto 0541 08/14 0101 03CHECK 641

Sam Hirshberg

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

(SEE ATTACHED SCHEDULE A HERETO AND MADE A PART HEREOF)

3666 I

IDENTIFICATION REFERENCE

AUG 14 10 05 AM '92

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

MAIL ENV.

This is unimproved ( ) improved (X) property, known as 111 and 113 29th Avenue North, Nashville, Tennessee 37203
(House Number) (Street) P. O. Address: (City or Town) (Postal

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 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 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* Wm. G. Wilkinson 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 $insb. value 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 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 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 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 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 WHERE OF, we, the said grantors and grantees, have hereunto set our hands this the 12th day of August 19 92.

JAMES J. ASKEW

By: C. Reese Askew
Attorney-in-Fact

Sam Hirshberg

Phyllis Hirshberg

BOOK 8701 PAGE 497

STATE OF TENNESSEE
COUNTY OF CHEATHAM

Personally appeared before me, the undersigned **, a Notary Public in and for said County and State, the within named** Sam Hirshberg

the 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 Ashland City **Tennessee, this** 12th **day of** August **, 19** 92.

James W. Stennett, Jr., **Notary Public.**

Commission expires 4-30-96

STATE OF TENNESSEE
COUNTY OF CHEATHAM

On this 12th day of August, 1992, before me personally appeared **C. Reese Askew,** to me known to be the person who executed the foregoing instrument on behalf of **James J. Askew,** and who acknowledged that he executed the same as the free act and deed of the said **James J. Askew.**

Witness my hand and official seal at Ashland City, Tennessee, this 12th day of August, 1992.

James W. Stennett, Jr.
Notary Public

My Commission Expires: 4-30-96

*Wm. G. Wilkinson, Trustee
106 Frey Street, P.O. Box 125
Ashland City, Tennessee 37015

INSTALLMENT DEED
FROM: James J. Askew, unmarried
TO: Sam Hirshberg

SCHEDULE A

Land in Davidson County, Tennessee, described as follows, to-wit:

Tract No. 1: BEING the north 20.5 feet of Lot No. 3 and the south 21 feet of Lot No. 4 on the Map of Cornelia N. Payne's Subdivision of Lot 43 of the Boyd Cockrill Spring Tract, as of record in Book 57, Page 68, Register's Office for Davidson County, Tennessee.

Said parts of said lots adjoin and front together 41.5 feet on the westerly side of 29th Avenue North, formerly Vernon Avenue, and runs back between parallel lines 150 feet to an alley.

BEING the same property conveyed to James Askew, by deed from Floyd A. Elliott and George D. McIntosh, of record in Book 3068, Page 263, Register's Office for Davidson County, Tennessee.

Tract No. 2: BEING the north 48 feet of Lot No. 4 on the Plan of Cornelia N. Payne's Subdivision of part of Lot No. 43, Boyd Cockrill Spring Tract, as of record in Book 57, Page 68, Register's Office for Davidson County, Tennessee.

Said part of said lot fronts 48 feet on the west side of 29th Avenue North and runs back between parallel lines, along the south margin of Poston Street or Avenue, 150 feet to an alley.

BEING the same property conveyed to James J. Askew, by deed from W. T. Vaughan, Mary Emma Vaughan Faulkner, Edna Earle Vaughan Lamb, and Mamie Mc.Young, of record in Book 3787, Page 755, Register's Office for Davidson County, Tennessee.

This is the same descriptions as in the previous deeds of record.

Phyllis Hirshberg, wife of Sam Hirshberg, joins in this conveyance for the purpose of conveying any interest she may have in the above described property to the Trustee to secure this instrument.

C. Reese Askew signs this deed on behalf of **James J. Askew**, by virtue of a Power of Attorney of record in Book 7354, Page 513, Register's Office for Davidson County, Tennessee.

James Askew and James J. Askew are one and the same persons.

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

Witness my hand and official seal at Nashville, Tennessee, this 12th day of August, 1992.

Carol VanDoran
Notary Public

My Commission Expires: 3/26/94

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

RECEIVED OF _____

FOR _____

BOOK 8701 PAGE 499

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

CAMT 132500.00
MAMT 122500.00
CON TX 490.25
MOR TX 138.58
PRFEE 1.00
WDEED 12.00
TOTAL ~~641.83~~
CHECK ~~641.83~~

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

08/14/92 01 10:07 0001 0541

3666 I.

IDENTIFI REFERENCE

AUG 14 10 05 AM '92

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 560319