This Instrument Prepared by: Harris A. Gilbert, Esq., Wyatt, Tarrant & Combs
511 Union St., Suite 1500, Nashville, TN 37219

Installment Deed

BOOK 9559 PG 941

B04 51-B

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Richard Stelzer	SAME	93-2-3
(NAME) No. 203 11944 Mayfair Avenue	(NAME)	Parcel 166
(STREET ADDRESS OR ROUTE NUMBER) Los Angeles, CA 90049	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of One Hundred Thirty Eight Thousand Seven Hundred Fifty Dollars and no/100 ($138,750.00)---------- *Dollars, of which* Sixty Thousand Dollars and no/100 ($60,000.00)---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Seventy Eight Thousand Seven Hundred Fifty Dollars and no/100 ($78,750.00)--------- *Dollars,*

Richard Stelzer *has executed*

a Promissory Note of even date payable to Civia Stelzer for her 25% interest in the property described below.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

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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,

Civia Stelzer

have this day bargained and sold, and do hereby transfer and convey unto the said

Richard Stelzer, his *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Property described in the attached Exhibit A, which is incorporated herein by this reference.

21629 IDENTIFICATION REFERENCE

DAVIDSON COUNTY REGISTER

The maximum principal indebtedness for Tennessee recording tax purposes is $ 78,750.00.

STATE OF ~~TENNESSEE~~ CALIFORNIA
COUNTY OF ~~DAVIDSON~~ LOS ANGELES
Subscribed and sworn to before me, this the 22ND day of DECEMBER, 1994
My commission expires: (Notary Seal)

The actual consideration or value whichever is greater for this transfer is $ 750.00

OFFICIAL NOTARY SEAL
KELLY ANN THOMSEN
Notary Public - California
LOS ANGELES COUNTY
My Comm. Expires Feb 24, 1995

BOOK 9559PG942

In the event the Trustors should transfer, convey or dispose of this property, the Promissory Note of even date may be callable upon thirty (30) days' notice by the Holder of the Promissory Note.

unimproved ( )
This is improved (X) property, known as 209 Third Avenue, North, Nashville, Tennessee
(House Number) (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 Richard Stelzer, his *(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.*, except for restrictions of record. 1994 taxes have been prorated by the parties and assumed by the Grantee.

I my *further covenant and bind heirs and representatives, to warrant and forever defend the title to said real estate to said* Richard Stelzer, his *(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 Richard Stelzer *hereinafter referred to as trustors, hereby transfer and convey unto* John W. Lewis, *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 $138,750.00, *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.*

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

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.

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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 Register's 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.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 19th *day of* December, *19*94

RICHARD STELZER

CIVIA STELZER

DELIVERS MEMO
LEGIBILITY OF WRITING IN
THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

STATE OF ~~TENNESSEE~~ CALIFORNIA
COUNTY OF ~~DAVIDSON~~ LOS ANGELES

Personally appeared before me, KELLY ANNE KNUDSEN, *a Notary Public in and for said County and State,* RICHARD STELZER

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~~, LOS ANGELES, CALIFORNIA ~~Tennessee~~, *this* 22ND *day of* DECEMBER, *19*94

Commission expires NOVEMBER 24 95

Notary Public

OFFICIAL NOTARY SEAL
KELLY ANNE KNUDSEN
Notary Public - California
LOS ANGELES COUNTY
My Comm. Expires Nov 24, 1995

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, James E. Hicks *, a Notary Public in and for said County and State,* CIVIA STELZER

the within named 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 19th *day of* DECEMBER, *19* 94.

James E. Hicks *Notary Public*

Commission expires

My Commission Expires MAR. 25, 1995

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STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ..., *a Notary Public of the State and County aforesaid, personally appeared* ....., *with whom I am 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 .....

INSTALLMENT DEED

FROM
Richard Stelzer

TO
Civia Stelzer

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238

EXHIBIT A

Being part of Lot 41 on the Original Plan of Nashville, not of record, being the southerly part of Lot No. 3 and the northerly part of Lot No. 4 in the Subdivision of the John Waters Property, Plan not of record, described as follows:

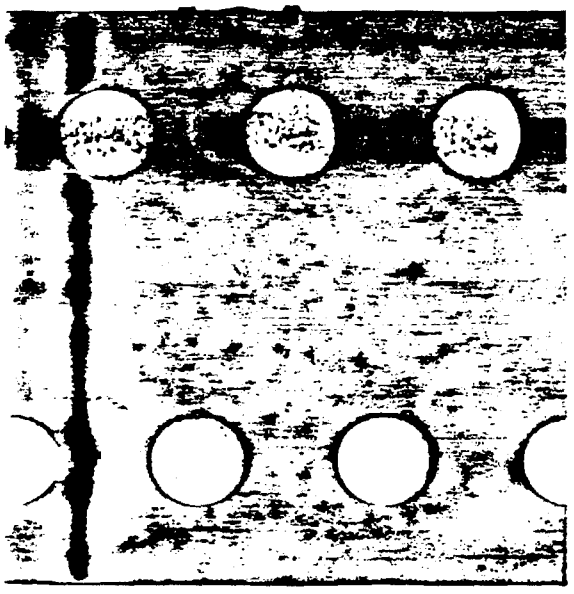
Beginning on the westerly margin of Third Avenue North (formerly College Street) 130 1/2 feet northerly from the northerly margin of Church Street, being the northeast corner of a part of said Lot No. 41, formerly owned by L. B. Fite; thence with the westerly margin of said Avenue northerly 30 feet and 2 inches, being the southeast corner of the part of said lot formerly owned by Vanleer; thence westerly with the southerly line of said Vanleer lot, 175 feet and 5 1/2 inches, more or less, to the easterly margin of Printers Alley; thence southerly with said alley, 30 feet and 2 inches to the northwest corner of said Fite lot; thence easterly with the northerly line of said lot 175 feet and 5 1/2 inches, more or less, to the beginning.

Being a part of the same property conveyed to Richard James Stelzer by deed of record in Book 4534, page 799, said Register's Office, as to a one-fourth (1/4) interest.

And further being the property conveyed to Jay M. Stelzer, H. Wade Stelzer, Stephen H. Suffin, Trustees with full power, as to a one-fourth (1/4 interest), by deed of record in Book 4768, page 493, said Register's Office; Jay M. Stelzer and H. Wade Stelzer, former trustees having conveyed their interest under said trust agreement to Elizabeth W. Stelzer, Successor Trustee, with full power, and Stephen H. Suffin, Trustee, with full power, by Quitclaim deed of record in Book 5508, page 804, said Register's Office.

And further being the property conveyed to Sarah Brown, as to a one-half (1/2) interest by deed of record in Book 782, page 555, said Register's Office. The said Sarah Brown having since died and devising said property to Morris Brown, Adolph Brown, Jenita B. Blum and Bernard Brown, each as to a one-eighth (1/8) undivided interest, by Will Book 57, page 216, Probate Court for Davidson County, Tennessee. The said Morris Brown having since died and his one-eighth (1/8) interest being vested in Danelle Weinbaum Brown, by will of record of record in Book 9803, page 368, Circuit Court, Broward County, Florida, a copy of which Will is of record in Book 6187, page 467, Register's Office for Davidson County. The said Bernard Brown having since died and devising his one-eighth (1/8) interest to Pauline H. Brown by will of record in Will Book 63, page 47, said Probate Court. The said Adolph Brown having since died and devised his one-eighth (1/8) interest to Morris Brown and Helen May Brous Brown as co- executors and co-trustees, by will of record in Will Book 73, page 72, said Probate Court. The said Morris Brown and the said Helen May

Brous Brown both having since died, and First American Trust Company, successor to First American National Bank, now First American Bank in Nashville, N.A., having replaced Morris Brown, deceased, and Helen May Brous Brown, deceased, as executor and trustee under the will of Adolph Brown, deceased.



OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

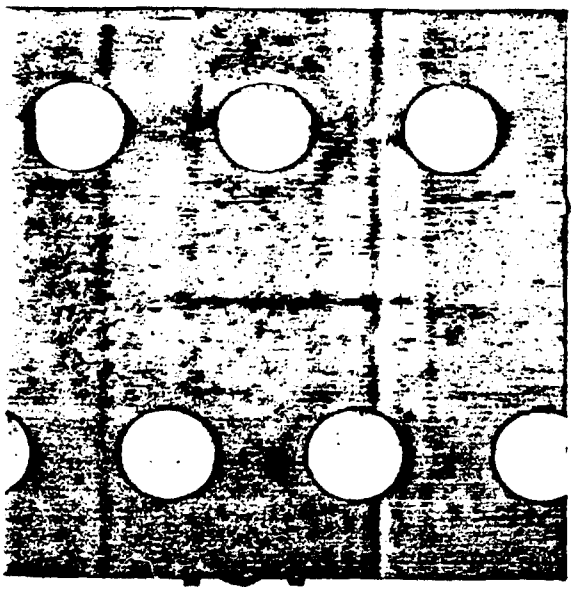
RECEIVED OF _____

FOR _____

BOOK 9559 PG 947

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	138750.00
MAMT	78750.00
CON TX	513.19
MOR TX	88.27
PRFEE	1.00
WDEED	24.00
[illegible]	626.46
CHECK	626.46

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

12/30/94 01 12:24 0001 7920

21629
IDENTIF. & REFERENCE

94 DEC 30 PM 12:25

REGISTER
DAVIDSON COUNTY, TN.

No. 867806