INSTALLMENT DEED

FROM
MARVIN S. EVANS, JR.,
TRUSTEE, ETC.

TO
NEW URBAN CENTERS, INC.,
A Tennessee Corporation

THIS INSTRUMENT PREPARED BY:
JOY M. SIMS
ATTORNEY AT LAW
611 WOODLAND ST.
NASHVILLE, TN 37206

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
New Urban Centers, Inc. (NAME)	SAME (NAME)	081-02-0-009.00
2500 Clarksville Highway (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, TN 37208 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

BILL GARRETT, Davidson County
Trans:T20150023662 DEEDINST
Recvd: 03/31/15 16:18 3 pgs
Fees:18.00 Taxes:250.46
20150331-0027917

MAXIMUM PRINCIPAL INDEBTNESS FOR TENNESSEE RECORDING TAX PURPOSES IS $33,794.30

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $57,810.00 Joy M. Sims Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 11th DAY OF April, 2014.

TARA D. FORD
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires Oct 6, 2017

Notary Public

MY COMMISSION EXPIRES: _____
(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of Fifty Seven Thousand Eight Hundred Ten ------ And No/00 ------ ($57,810.00) ------ DOLLARS

of which $ 25,000.00 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 a promissory note of even date herewith in the principal sum of Thirty Three Thousand Seven Hundred Ninety Four ------- And 30/100 ------- ($33,794.30) ---- Dollars, payable to the order of Marvin S. Evans, Jr., Trustee, in thirty five (35) equal monthly installments of Nine Hundred Thirty Eight ------- And 73/100 ------ ($938.73) ------ Dollars, commencing on the 21st day of May, 2014, and the final and last installment of Nine Hundred Thirty Eight -------- And 75/100) ------- ($938.75) ------- Dollars on the 21st day of May, 2017. Three percent simple interest has been added to the installment deed note,

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,

Marvin S. Evans, Jr., Trustee, under the irrevocable Trust Agreement of Marvin S. Evans and Laura F. Evans dated May 17, 2011,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto New Urban Centers, Inc., a Tennessee Corporation,

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

SEE EXHIBIT A ATTACHED HERETO
FOR COMPLETE AND ACCURATE LEGAL
DESCRIPTION OF PROPERTY CONVEYED

This is improved (XX) unimproved ( ) property, known as 2521 (House Number) Clarksville Highway (Street) Nashville, TN 37208 (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 Marvin S. Evans, Jr., 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 $ 33,794.30 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 11th day of April, 2014.

Marvin S. Evans, Trustee
MARVIN S. EVANS, JR., TRUSTEE

NEW URBAN CENTERS, INC.
BY: Richard A. Lewis
RICHARD A. LEWIS, MANAGING PARTNER

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me Marvin S. Evans Jr., Trustee, a Notary Public in and for said County and State, the within named Marvin S. Evans, Jr., Trustee the bargainors, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, Tennessee, this 11th day of April, 2014.

JAMAAL L. BOYKIN STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires July 7, 2014

Notary Public

Commission expires 7/7/2014

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Richard A. Lewis, a Notary Public of the State and County aforesaid, personally appeared Richard A. Lewis with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Managing Partner of the New Urban Centers, Inc., the within named bargainor, a corporation, and that he as such Managing 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 Managing Partner.

Witness my hand and seal, at office in Nashville, Tennessee, this 11th day of April, 2014.

JAMAAL L. BOYKIN STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY My Commission Expires July 7, 2014

Notary Public

Commission expires 7/7/2014

EXHIBIT A

A certain tract or parcel of land located in the City of Nashville, 8th, formerly 13th Civil District, County of Davidson, State of Tennessee, to-wit:

Beginning at the southeast corner of 26th Avenue North, formerly Beck Spring Road, and Clarksville Highway, also known as U.S. Highway 41-A; thence, South 62° 00' East along the southerly margain of said Clarksville Highway 150.00 feet to a concrete monument therein; thence South 00° 03' 28" East 157.29 feet to a concrete monument; thence North 87° 53" 52" West 135.74 feet to a concrete monument in the easterly margin of said 26th Avenue North; thence, North 00° 47' East along the easterly margin of said 26th Avenue North 222.75 feet to the point of beginning, according to survey dated September 2, 1965, and prepared by James A. Hamilton, Jr., a Tennessee Registered Engineer.

Being the same property conveyed to MARVIN EVANS by deed from ATLANTIC RICHFIELD COMPANY, A PENNSYLVANIA CORPORATION, of record in Book 5002, Page 114, dated December 2, 1975, said Register's Office. MARVIN EVANS AND WIFE, LAURA F. EVANS, have since conveyed their interest in said property to MARVIN S. EVANS, JR., TRUSTEE UNDER THE IRREVOCABLE TRUST AGREEMENT OF MARVIN S. EVANS AND LAURA F. EVANS DATED MAY 17, 2011, by quitclaim deed of record in Instument Number 20110520-0038939, dated May 17, 2011, said Register's Office.

INCLUDED in the above description but specifically excluded therefrom is that portion of said property conveyed to Wilson Brazelton and Henry Horrell, dba B&H Development Company by deed of record in Book 4048, Page 797, said Register's Office.