



1-8-1920

24 Market Square, University of Tennessee Deed (January 8, 1920)

McClung

Monday

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Office of the Treasurer
301 Andy Holt Tower
Knoxville, TN 37996-0100
(615) 974-2302

To: Sandra K. Bobinski
Raphael Trento

From: Carolyn Trusler

Date: May 4, 1988

On May 4, 1988 the University received your check in the amount of \$ 1,407.20 for payment on your note. We have credited this amount as follows:

Interest	\$	32.96
Principal	\$	1,376.24

Total interest paid to date is \$ 20,304.20

Total principal paid to date is \$ 67,500.00

Outstanding balance as of 5/4/88 is \$ -0-



Office of the Treasurer
301 Andy Holt Tower
Knoxville, TN 37996-0100
(615) 974-2302

To: Sandra K. Bobinski
Raphael Trento

From: Carolyn Trusler

Date: March 15, 1988

On March 15, 1988 the University received your check in the amount of \$ 815.00 for payment on your note. We have credited this amount as follows:

Interest	\$ 24.38
Principal	\$ 790.62

Total interest paid to date is \$ 20,271.24

Total principal paid to date is \$ 66,123.76

Outstanding balance as of 3/15/88 is \$ 1,376.24



Office of the Treasurer
301 Andy Holt Tower
Knoxville, TN 37996-0100
(615) 974-2302

To: Sandra K. Bobinski
Raphael Trento

From: Carolyn Trusler

Date: February 16, 1988

On February 15, 1988 the University received your check in the amount of \$ 815.00 for payment on your note. We have credited this amount as follows:

Interest	\$ 65.62 (for January and February)
Principal	\$ 749.38

Total interest paid to date is \$ 20,246.86

Total principal paid to date is \$ 65,333.14

Outstanding balance as of 2/16/88 is \$ 2,166.86



Office of the Treasurer
301 Andy Holt Tower
Knoxville, TN 37996-0100
(615) 974-2302

To: Sandra K. Bobinski
Raphael Trento

From: Carolyn Trusler

Date: December 14, 1987

On December 14, 1987 the University received your check in the amount of \$ 815.00 for payment on your note. We have credited this amount as follows:

Interest	\$	41.51
Principal	\$	773.49

Total interest paid to date is \$ 20,181.24

Total principal paid to date is \$ 64,583.76

Outstanding balance as of 12/14/87 is \$ 2,916.24



Office of the Treasurer
301 Andy Holt Tower
Knoxville, TN 37996-0100
(615) 974-2302

To: Sandra K. Bobinski
Raphael Trento

From: Carolyn Trusler

Date: November 12, 1987

On November 12, 1987 the University received your check in the amount of \$3,000.00 for payment on your note. We have credited this amount as follows:

Interest	\$	74.42
Principal	\$	2,925.58

Total interest paid to date is \$ 20,139.73

Total principal paid to date is \$ 63,810.27

Outstanding balance as of 11/12/87 is \$ 3,689.73



Office of the Treasurer
301 Andy Holt Tower
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To: Sandra K. Bobinski
Raphael Trento

From: Carolyn Trusler

Date: October 14, 1987

On October 13, 1987 the University received your check in the amount of \$3,500.00 for payment on your note. We have credited this amount as follows:

Interest	\$	112.53
Principal	\$	3,387.47

Total interest paid to date is \$ 20,065.31

Total principal paid to date is \$ 60,884.69

Outstanding balance as of 10/14/87 is \$ 6,615.31



Office of the Treasurer
301 Andy Holt Tower
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To: Sandra K. Bobinski
Raphael Trento

From: Carolyn Trusler

Date: September 14, 1987

On September 13, 1987 the University received your check in the amount of \$3,000.00 for payment on your note. We have credited this amount as follows:

Interest \$ 144.65

Principal \$ 2,855.35

Total interest paid to date is \$ 19,952.78

Total principal paid to date is \$ 57,497.22

Outstanding balance as of 9/14/87 is \$ 10,002.78



Office of the Treasurer
301 Andy Holt Tower
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To: Sandra K. Bobinski
Raphael Trento

From: Carolyn Trusler

Date: August 12, 1987

On August 11, 1987 the University received your check in the amount of \$ 815.00 for payment on your note. We have credited this amount as follows:

Interest \$ 152.11

Principal \$ 662.89

Total interest paid to date is \$ 19,808.13

Total principal paid to date is \$ 54,641.87

Outstanding balance as of 8/12/87 is \$ 12,858.13



Office of the Treasurer
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To: Sandra K. Bobinski
Raphael Trento

From: Carolyn Trusler

Date: July 13, 1987

On July 10, 1987 the University received your check in the amount of \$ 815.00 for payment on your note. We have credited this amount as follows:

Interest \$ 159.49

Principal \$ 655.51

Total interest paid to date is \$ 19,656.02

Total principal paid to date is \$ 53,978.98

Outstanding balance as of 6/13/87 is \$ 13,521.02



Office of the Treasurer
301 Andy Holt Tower
Knoxville, TN 37996-0100
(615) 974-2302

To: Sandra K. Bobinski
Raphael Trento

From: Carolyn Trusler

Date: June 12, 1987

On June 12, 1987 the University received your check in the amount of \$ 3,000.00 for payment on your note. We have credited this amount as follows:

Interest	\$	191.09
Principal	\$	2,808.91

Total interest paid to date is \$ 19,496.53

Total principal paid to date is \$ 53,323.47

Outstanding balance as of 6/12/87 is \$ 14,176.53



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Office of the Treasurer

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Telephone 615/974-2302

To: Sandra K. Bobinski
Raphael Trento

From: Carolyn Trusler

Date: May 13, 1987

On May 13, 1987 the University received your check in the amount of \$ 2,000.00 for payment on your note. We have credited this amount as follows:

Interest	\$ 211.21
Principal	\$ 1,788.79

Total interest paid to date is \$ 19,305.44

Total principal paid to date is \$ 50,514.56

Outstanding balance as of 5/13/87 is \$ 16,985.44



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Telephone 615,974-2302

To: Sandra K. Bobinski
Raphael Trento

From: Carolyn Trusler

Date: April 21, 1987

On April 16, 1987 the University received your check in the amount of \$17,000.00 for payment on your note. We have credited this amount as follows:

Interest	\$ 397.98
Principal	\$ 16,602.02

Total interest paid to date is \$ 19,094.23

Total principal paid to date is \$ 48,725.77

Outstanding balance as of 4/16/87 is \$ 18,774.23



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To: Sandra K. Bobinski
Raphael Trento

From: Carolyn Trusler

Copy

Date: March 11, 1987

On March 10, 1987 the University received your check in the amount of \$ 815.00 for payment on your note. We have credited this amount as follows:

Interest	\$ 402.62
Principal	\$ 412.38

Total interest paid to date is \$ 18,696.25

Total principal paid to date is \$ 32,123.75

Outstanding balance as of 3/11/87 is \$ 35,376.25



The University of Tennessee

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To: Sandra K. Bobinski
Raphael Trento

From: Carolyn Trusler

Date: February 13, 1987

On February 12, 1987 the University received your check in the amount of \$ 815.00 for payment on your note. We have credited this amount as follows:

Interest \$ 407.21

Principal \$ 407.79

Total interest paid to date is \$ 18,293.63

Total principal paid to date is \$ 31,711.37

Outstanding balance as of 2/13/87 is \$ 35,788.63



Office of the Treasurer
301 Andy Holt Tower
Knoxville, TN 37996-0100
(615) 974-2302

To: Sandra K. Bobinski
Raphael Trento

From: Carolyn Trusler

Date: January 13, 1987

On January 9, 1987 the University received your check in the amount of \$ 815.00 for payment on your note. We have credited this amount as follows:

Interest \$ 411.75

Principal \$ 403.25

Total interest paid to date is \$ 17,886.42

Total principal paid to date is \$ 31,303.58

Outstanding balance as of 1/9/87 is \$ 36,196.42



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To: Sandra K. Bobinski
Raphael Trento

From: Carolyn Trusler

Date: December 12, 1986

On December 11, 1986 the University received your check in the amount of \$ 815.00 for payment on your note. We have credited this amount as follows:

Interest \$ 416.23

Principal \$ 398.77

Total interest paid to date is \$ 17,474.67

Total principal paid to date is \$ 30,900.33

Outstanding balance as of 12/12/86 is \$ 36,599.67



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To: Sandra K. Bobinski
Raphael Trento

From: Carolyn Trusler

Date: November 14, 1986

On November 14, 1986 the University received your check in the amount of \$815.00 for payment on your note. We have credited this amount as follows:

Interest \$ 420.67

Principal \$ 394.33

Total interest paid to date is \$ 17,058.44

Total principal paid to date is \$ 30,501.56

Outstanding balance as of 11/14/86 is \$ 36,998.44

10-11-86

C. Trusler

Please send a copy of the Oct.
breakdown on our 2,000
payment. I have misplaced my
copy.

Thanks.

A Bohuski



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PRIMARY CAMPUSES:
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Office of the Treasurer
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To: Sandra K. Bobinski
Raphael Trento

From: Carolyn Trusler

Date: October 13, 1986

On October 13, 1986 the University received your check in the amount of \$2,000.00 for payment on your note. We have credited this amount as follows:

Interest	\$ 438.24
Principal	\$ 1,561.76

Total interest paid to date is \$ 16,637.77

Total principal paid to date is \$ 30,107.23

Outstanding balance as of 10/13/86 is \$ 37,392.77



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To: Sandra K. Bobinski
Raphael Trento

From: Carolyn Trusler

Date: September 16, 1986

On September 15, 1986 the University received your check in the amount of \$815.00 for payment on your note. We have credited this amount as follows:

Interest \$ 442.43

Principal \$ 372.57

Total interest paid to date is \$ 16,199.53

Total principal paid to date is \$ 28,545.47

Outstanding balance as of 9/15/86 is \$ 38,954.53

crt



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Office of the Treasurer

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Telephone 615/974-2302

August 12, 1986

To: Sandra K. Bobinski
Raphael Trento

From: Carolyn Trusler

Date: August 12, 1986

On August 11, 1986 the University received your check in the amount of \$815.00 for payment on your note. We have credited this amount as follows:

Interest \$ 446.57

Principal \$ 368.43

Total interest paid to date is \$ 15,757.10

Total principal paid to date is \$ 28,172.90

Outstanding balance as of 8/12/86 is \$ 39,327.10



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TO: Sandra K. Bobinski
Raphael Trento

FROM: Carolyn Trusler

DATE: July 9, 1986

On July 9, 1986 the University received your check in the amount of \$ 2,000.00 for payment on your note. We have credited this amount as follows:

Interest \$ 463.86

Principal \$ 1,536.14

Total interest paid to date is \$ 15,310.53.

Total principal paid to date is \$ 27,804.47.

Outstanding balance as of 7/9/86 is \$ 39,695.53.



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Telephone 615/974-2302

TO: Sandra K. Bobinski
Raphael Trento

FROM: Carolyn Trusler

DATE: June 19, 1986

On June 12, 1986 the University received your check in the amount of \$ 2,000.00 for payment on your note. We have credited this amount as follows:

Interest \$ 480.95

Principal \$ 1,519.05

Total interest paid to date is \$ 14,846.67 .

Total principal paid to date is \$ 26,268.33 .

Outstanding balance as of 6/12/86 is \$ 41,231.67 .



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CORRECTED

TO: Sandra K. Bobinski
Raphael Trento

FROM: Carolyn Trusler

DATE: May 13, 1986

On May 12, 1986 the University received your check in the amount of \$ 2,000.00 for payment on your note. We have credited this amount as follows:

Interest \$ 497.84

Principal \$ 1,502.16

Total interest paid to date is \$ 14,365.72.

Total principal paid to date is \$ 24,749.28.

Outstanding balance as of 5/12/86 is \$ 42,750.72.



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Office of the Treasurer

301 Andy Holt Tower
Knoxville, TN 37996-0100
Telephone 615,974-2302

May 28, 1986

Ms. Sandra Bobinski
Mr. Raphael Trento
Raphael and Sandy's
24 Market Square
Knoxville, Tennessee 37901

Dear Ms. Bobinski and Mr. Trento:

In reviewing the note payment statement I sent you for the May payment of \$2,000, I found an apparent error; it appears that \$497.84 should have been applied to interest and \$1,502.16 to principal.

Your first payment was in August 1984 and included interest through August. The \$815 per month payments from September 1984 through December 1985 paid interest through December 1985. The January 1986 payment of \$17,815 was applied to principal. The February \$815 payment included interest for 1/1/86 to 2/1/86. The March payment of \$3,815 was applied to principal but should have had a portion applied for interest (for 2/1/86 to 3/1/86). The April payment of \$815 included interest for 3/1/86 to 4/1/86; therefore, the May payment of \$2,000 should have included interest for 4/1/86 to 5/1/86.

After you review the above explanation, please let me know if you agree or if you find any errors. I will then prepare a corrected May statement. A new amortization schedule will also be prepared.

I am sorry for this error and hope that once we resolve this matter, we will have no more problems.

Very truly yours,

Carolyn R. Trusler
Trust Officer

15 Aug 2000

4/11 815 - 5/11 815

Pmt	P	S	Balance	Acc
\$ 815	815.	-	66,615	9
"	64.79	750.21	66,620.21	9 1/2
"	65.52	749.48	66,554.69	10
"	66.26	748.74	66,488.43	"
"	67.01	747.99	66,421.42	12
"	67.76	747.24	66,353.66	1
	68.52	746.48	66,285.14	2
	69.29	745.71	66,215.85	3
	70.07	744.93	66,145.78	4
	70.86	744.14	66,074.92	5
	71.66	743.34	66,003.26	6
	72.46	742.54	65,930.80	7
	73.28	741.72	65,857.52	8
	74.10	740.90	65,783.42	9
	74.94	740.06	65,708.48	10
	75.78	739.22	65,632.70	11
	76.63	738.37	65,556.07	12

17,815-	17,077.49	737.51	48,478.58	1
815-	269.62	545.38	48,208.96	2
3815-	3,272.65	542.35	44,936.21	3
815-	309.47	505.53	44,626.84	4
2000	315.15	502.05	44,313.89	5
	1497.95		43,128.89	
	1502.16	497.84	42,750.72	
			876.01	

1502.16 497.84 42,750.72

Month
 Aug 84 pd. int through Aug 85
 Sept - Dec 85 " " " Dec 85
 Jan 86 17,815 applied to prin.
 Feb. 86 pd. int 1/1/86 - 2/1/86
 March 86 3815 applied to prin.



The University of Tennessee

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Office of the Treasurer

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Telephone 615/974-2302

TO: Sandra K. Bobinski
Raphael Trento

FROM: Carolyn Trusler

DATE: May 13, 1986

On May 12, 1986 the University received your check in the amount of \$ 2,000.00 for payment on your note. We have credited this amount as follows:

Interest \$ _____

Principal \$ 2,000.00

Total interest paid to date is \$ 13,867.88.

Total principal paid to date is \$ 25,247.12.

Outstanding balance as of 5/12/86 is \$ 42,252.88.



The University of Tennessee

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Office of the Treasurer

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Telephone 615/974-2302

TO: Sandra K. Bobinski
Raphael Trento

FROM: Carolyn Trusler

DATE: April 11, 1986

On April 9, 1986 the University received your check in the amount of \$ 815.00 for payment on your note. We have credited this amount as follows:

Interest \$ 501.37

Principal \$ 313.63

Total interest paid to date is \$ 13,867.88 .

Total principal paid to date is \$ 23,247.12 .

Outstanding balance as of 4/9/86 is \$ 44,252.88 .



The University of Tennessee

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Office of the Treasurer
301 Andy Holt Tower
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Telephone 615/974-2302

TO: Sandra K. Bobinski
Raphael Trento

FROM: Carolyn Trusler

DATE: March 11, 1986

On March 11, 1986 the University received your check in the amount of \$ 3,815.00 for payment of your note. We have credited this amount as follows:

Interest \$ -0-

Principal \$ 3,815.00

Total interest paid to date is \$ 13,366.51.

Total principal paid to date is \$ 22,933.49.

Outstanding balance as of 3/11/86 is \$ 44,566.51.



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PRIMARY CAMPUSES:

Knoxville
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Office of the Treasurer

301 Andy Holt Tower
Knoxville, TN 37996-0100
Telephone 615/974-2302

TO: Sandra K. Bobinski
Raphael Trento

FROM: Carolyn Trusler *Carolyn Trusler*

DATE: February 11, 1986

On February 10, 1986 the University received your check in the amount of \$ 815.00 for payment on your note. We have credited this amount as follows:

Interest \$ 547.30

Principal \$ 267.70

Total interest paid to date is \$ 13,366.51.

Total principal paid to date is \$ 19,118.49.

Outstanding balance as of 2/10/86 is \$ 48,381.51.



The University of Tennessee

PRIMARY CAMPUSES:
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301 Andy Holt Tower
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Telephone 615/974-2302

CORRECTED

TO: Sandra K. Bobinski
Raphael Trento

FROM: Carolyn Trusler

DATE: January 7, 1986

On 1/7/86 the University received your check in the amount of \$ 17,815.00 for payment on your note. We have credited this amount as follows:

Interest \$ -0-

Principal \$ 17,815.00

Total interest paid to date is \$ 12,819.21.

Total principal paid to date is \$ 18,850.79.

Outstanding balance as of 1/7/86 is \$ 48,649.21.

INSTALLMENT PAYMENT PLAN FOR BOBINSKI-TRENTU NOTE

AYMT	DUE DATE	PAY DUE	PERIODIC PAYMENT	FINANCE CHARGE	PRINCIPAL RETIRED	OUTSTANDING BALANCE
			815.00			48,649.21
20586	1		815.00	547.30	267.70	48,381.51
30586	1		815.00	544.29	270.71	48,110.80
40586	1		815.00	541.25	273.75	47,837.05
50586	1		815.00	538.17	276.83	47,560.22
60586	1		815.00	535.05	279.95	47,280.27
TOTAL	5			2,706.06	1,368.94	47,280.27
70586	1		815.00	531.90	283.10	46,997.17
80586	1		815.00	528.72	286.28	46,710.89
90586	1		815.00	525.50	289.50	46,421.39
00586	1		815.00	522.24	292.76	46,128.63
10586	1		815.00	518.95	296.05	45,832.58
20586	1		815.00	515.62	299.38	45,533.20
10587	1		815.00	512.25	302.75	45,230.45
20587	1		815.00	508.84	306.16	44,924.29
30587	1		815.00	505.40	309.60	44,614.69
40587	1		815.00	501.92	313.08	44,301.61
50587	1		815.00	498.39	316.61	43,985.00
60587	1		815.00	494.83	320.17	43,664.83
TOTAL	12			6,164.56	3,615.44	43,664.83
70587	1		815.00	491.23	323.77	43,341.06
80587	1		815.00	487.59	327.41	43,013.65
90587	1		815.00	483.90	331.10	42,682.55
00587	1		815.00	480.18	334.82	42,347.73
10587	1		815.00	476.41	338.59	42,009.14
20587	1		815.00	472.60	342.40	41,666.74
10588	1		815.00	468.75	346.25	41,320.49
20588	1		815.00	464.86	350.14	40,970.35
30588	1		815.00	460.92	354.08	40,616.27
40588	1		815.00	456.93	358.07	40,258.20
50588	1		815.00	452.90	362.10	39,896.10
60588	1		815.00	448.83	366.17	39,529.93
TOTAL	12			5,645.10	4,134.90	39,529.93
70588	1		815.00	444.71	370.29	39,159.64
80588	1		815.00	440.55	374.45	38,785.19
90588	1		815.00	436.33	378.67	38,406.52
00588	1		815.00	432.07	382.93	38,023.59
10588	1		815.00	427.77	387.23	37,636.36
20588	1		815.00	423.41	391.59	37,244.77
10589	1		815.00	419.00	396.00	36,848.77
20589	1		815.00	414.55	400.45	36,448.32
30589	1		815.00	410.04	404.96	36,043.36
40589	1		815.00	405.49	409.51	35,633.85
50589	1		815.00	400.88	414.12	35,219.73
60589	1		815.00	396.22	418.78	34,800.95
70589			35,192.46	391.51	34,800.95	-0-

Treasurer
University of Tenn

Jan 6, 1986
Raphael & Sandy's
24 Market Sq. Mall
Knoxville, TN 37902

Enclosed is payment of \$ 815.00
for Jan., plus \$ 17,000.00 to
be applied toward the principal
of \$ 66,464.21.

815.00
7,000.00 R. Trento
10,000.00 S. Babinski

Sandra K. Babinski



The University of Tennessee

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Chattanooga

Office of the Treasurer

301 Andy Holt Tower
Knoxville, TN 37996-0100
Telephone 615/974-2302

TO: Sandra K. Bobinski
Raphael Trento

FROM: Carolyn Trusler

DATE: January 7, 1986

On Jan. 7, 1986 the University received your check in the amount of \$ 17,815.00 for payment on your note. We have credited this amount as follows:

Interest \$ 747.72

Principal \$ 17,067.28

Total interest paid to date is \$ 13,566.93.

Total principal paid to date is \$ 18,103.07.

Outstanding balance as of Jan. 7, 1986 is \$ 49,396.93.

I will send you a new amortization schedule as soon as it is prepared.



The University of Tennessee

PRIMARY CAMPUSES:
Knoxville
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Martin
Chattanooga

Office of the Treasurer
301 Andy Holt Tower
Knoxville, TN 37996-0100
Telephone 615/974-2302

TO: Sandra K. Bobinski
Raphael Trento

FROM: Carolyn Trusler

DATE: December 10, 1985

On December 10, 1985 the University received your check in the amount of \$ 815.00 for payment on your note. We have credited this amount as follows:

Interest \$ 748.47

Principal \$ 66.53

Total interest paid to date is \$ 12,819.21 .

Total principal paid to date is \$ 1,035.79 .

Outstanding balance as of Dec. 10, 1985 is \$ 66,464.21 .



The University of Tennessee

PRIMARY CAMPUSES
Knoxville
Memphis
Martin
Chattanooga

Office of the Treasurer
301 Andy Holt Tower
Knoxville, TN 37996-0100
Telephone 615/974-2302

TO: Sandra K. Bobinski
Raphael Trento

FROM: Carolyn Trusler

DATE: November 14, 1985

On November 14, 1985 the University received your check in the amount of \$ 815.00 for payment on your note. We have credited this amount as follows:

Interest \$ 749.21

Principal \$ 65.79

Total interest paid to date is \$ 12,070.74 .

Total principal paid to date is \$ 969.26 .

Outstanding balance as of 11/14/85 is \$ 66,530.74 .



The University of Tennessee

PRIMARY CAMPUSES:
Knoxville
Memphis
Martin
Chattanooga

Office of the Treasurer

301 Andy Holt Tower
Knoxville, TN 37996-0100
Telephone 615/974-2302

TO: Sandra K. Bobinski
Raphael Trento

FROM: Carolyn Trusler *Carolyn Trusler*

DATE: October 11, 1985

On October 10, 1985 the University received your check in the amount of \$ 815.00 for payment on your note. We have credited this amount as follows:

Interest \$ 749.94

Principal \$ 65.06

Total interest paid to date is \$ 11,321.53 .

Total principal paid to date is \$ 903.47 .

Outstanding balance as of 10/11/85 is \$ 66,596.53 .



The University of Tennessee

PRIMARY CAMPUSES
Knoxville
Memphis
Martin
Chattanooga

Office of the Treasurer
301 Andy Holt Tower
Knoxville, TN 37996-0100
Telephone 615/974-2302

TO: Sandra K. Bobinski
Raphael Trento

FROM: Carolyn Trusler

DATE: September 11, 1985

On Sept. 9, 1985 the University received your check in the amount of \$ 815.00 for payment on your note. We have credited this amount as follows:

Interest \$ 750.66

Principal \$ 64.34

Total interest paid to date is \$ 10,571.59.

Total principal paid to date is \$ 838.41.

Outstanding balance as of 9/9/85 is \$ 66,661.59.



The University of Tennessee

PRIMARY CAMPUSES
Knoxville
Memphis
Martin
Chattanooga

Office of the Treasurer
301 Andy Holt Tower
Knoxville, TN 37996-0100
Telephone 615/974-2302

TO: Sandra K. Bobinski
Raphael Trento

FROM: Carolyn Trusler

DATE: August 12, 1985

On August 8, 1985 the University received your check in the amount of \$ 815.00 for payment on your note. We have credited this amount as follows:

Interest \$ 751.38

Principal \$ 63.62

Total interest paid to date is \$ 9,820.93.

Total principal paid to date is \$ 774.07.

Outstanding balance as of 8/8/85 is \$ 66,725.93.



The University of Tennessee

PRIMARY CAMPUSES:
Knoxville
Memphis
Martin
Chattanooga

Office of the Treasurer

301 Andy Holt Tower
Knoxville, TN 37996-0100
Telephone 615/974-2302

TO: Sandra K. Bobinski
Raphael Trento

FROM: Carolyn Trusler

DATE: July 10, 1985

On July 9, 1985 the University received your check in the amount of \$ 815.00 for payment on your note. We have credited this amount as follows:

Interest \$ 752.09

Principal \$ 62.91

Total interest paid to date is \$ 9,069.55 .

Total principal paid to date is \$ 710.45 .

Outstanding balance as of 7/9/85 is \$ 66,789.55 .



The University of Tennessee

PRIMARY CAMPUSES:
Knoxville
Memphis
Martin
Chattanooga

Office of the Treasurer

301 Andy Holt Tower
Knoxville, TN 37996-0100
Telephone 615/974-2302

TO: Sandra K. Bobinski
Raphael Trento

FROM: Carolyn Trusler *Carolyn Trusler*

DATE: June 11, 1985

On June 10, 1985 the University received your check in the amount of \$ 815.00 for payment on your note. We have credited this amount as follows:

Interest \$ 752.79

Principal \$ 62.21

Total interest paid to date is \$ 8,317.46.

Total principal paid to date is \$ 647.54.

Outstanding balance as of 6/10/85 is \$ 66,852.46.



The University of Tennessee

PRIMARY CAMPUSES:
Knoxville
Memphis
Martin
Chattanooga

Office of the Treasurer

301 Andy Holt Tower
Knoxville, TN 37996-0100
Telephone 615/974-2302

TO: Sandra K. Bobinski
Raphael Trento

FROM: Carolyn Trusler *Carolyn Trusler*

DATE: May 8, 1985

On May 8, 1985 the University received your check in the amount of \$ 815.00 for payment on your note. We have credited this amount as follows:

Interest \$ 753.48

Principal \$ 61.52

Total interest paid to date is \$ 7,564.67.

Total principal paid to date is \$ 585.33.

Outstanding balance as of 5/8/85 is \$ 66,914.67.



The University of Tennessee

PRIMARY CAMPUSES:
Knoxville
Memphis
Martin
Chattanooga

Office of the Treasurer

301 Andy Holt Tower
Knoxville, TN 37996-0100
Telephone 615/974-2302

TO: Sandra K. Bobinski
Raphael Trento

FROM: Carolyn Trusler *Carolyn Trusler*

DATE: April 9, 1985

On April 9, 1985 the University received your check in the amount of \$ 815.00 for payment on your note. We have credited this amount as follows:

Interest \$ 754.16

Principal \$ 60.84

Total interest paid to date is \$ 6,811.19.

Total principal paid to date is \$ 523.81.

Outstanding balance as of 4/9/85 is \$ 66,976.19.



The University of Tennessee

PRIMARY CAMPUSES
Knoxville
Memphis
Martin
Chattanooga

Office of the Treasurer

301 Andy Holt Tower
Knoxville, TN 37996-0100
Telephone 615/974-2302

TO: Sandra K. Bobinski
Raphael Trento

FROM: Carolyn Trusler

DATE: March 11, 1985

On March 8, 1985 the University received your check* in the amount of \$ * for payment on your note. We have credited this amount as follows:

Interest \$ 754.84

Principal \$ 60.16

Total interest paid to date is \$ 6,057.03.

Total principal paid to date is \$ 462.97.

Outstanding balance as of March 8, 1985 is \$ 67,037.03.

*Raphael & Sandy's check	\$ 38.31
Aetna check	<u>776.69</u>
	<u>\$815.00</u>

RAPHAEL & SANDY'S 7/83
306 WALL AVE., 522-7702
KNOXVILLE, TN 37901

1089

3-7 1985 87-7139-2642

PAY TO THE ORDER OF University of Tenn
Thirty-eight & 31/100

\$ 38³¹

DOLLARS



FOR

Sandra K Bobinski

⑈001089⑈ ⑆264271390⑆ 0000188704⑈



Aetna Life Insurance Company or The Aetna Casualty and Surety Company or The Standard Fire Insurance Company or The Automobile Insurance Company of Hartford, Conn. or Aetna Casualty & Surety Company of Illinois or Aetna Life Insurance Company of Illinois or Aetna Lloyds of Texas Insurance Company

CHECK NO. 95428135

CD 51-382
0 119

CLAIM NO. J 64 352266 RG POLICY NO. 64 SM 923017 FCA Date of Check 3-6-85
Unit Office Serial Number Suffix Office Symbol Serial Number Suffix

CLAIMANT NAME Raphael & Sandy's INSURED Raphael & Sandy's Date of Loss 1-22-85
ADDRESS

PAY \$776.69***

From Through

For Damage from frozen pipes

Pay to the order of Sandra K. Bobinski, Raphael Trento and University of Tennessee c/o John Preston 24 Market Square Mall Knoxville, TN 37902

*Partial Payment
made by
SF/319
776.69
32.31
855.00*

Jamie Lee
By Authorized Representative

⑈001089⑈ ⑆264271390⑆ 0000188704⑈

(C-3722) 4-83

The Connecticut Bank and Trust Company, Hartford, Connecticut



The University of Tennessee

PRIMARY CAMPUSES:
Knoxville
Memphis
Martin
Chattanooga

Office of the Treasurer

301 Andy Holt Tower
Knoxville, TN 37996-0100
Telephone 615/974-2302

TO: Sandra K. Bobinski
Raphael Trento

FROM: Carolyn Trusler

DATE: February 8, 1985

On February 6, 1985 the University received your check in the amount of \$ 815.00 for payment on your note. We have credited this amount as follows:

Interest \$ 755.51

Principal \$ 594.9

Total interest paid to date is \$ 5,302.19 .

Total principal paid to date is \$ 402.81 .

Outstanding balance as of 2/6/85 is \$ 67,097.19 .



The University of Tennessee

PRIMARY CAMPUSES:
Knoxville
Memphis
Martin
Chattanooga

Office of the Treasurer
301 Andy Holt Tower
Knoxville, TN 37996-0100
Telephone 615/974-2302

TO: Sandra K. Bobinski
Raphael Trento

FROM: Carolyn Trusler *Carolyn R. Trusler*

DATE: January 10, 1985

On Jan. 8, 1985 the University received your check in the amount of \$ 815.00 for payment on your note. We have credited this amount as follows:

Interest \$ 756.17

Principal \$ 58.83

Total interest paid to date is \$ 4,546.68.

Total principal paid to date is \$ 343.32.

Outstanding balance as of 1/8/85 is \$ 67,156.68.



The University of Tennessee

PRIMARY CAMPUSES:

Knoxville
Memphis
Martin
Chattanooga

Office of the Treasurer

301 Andy Holt Tower
Knoxville, TN 37996-0100
Telephone 615/974-2302

TO: Sandra K. Bobinski
Raphael Trento

FROM: Carolyn Trusler

DATE: December 6, 1984

On 12/6/84 the University received your check in the amount of \$ 815.00 for payment on your note. We have credited this amount as follows:

Interest \$ 756.82

Principal \$ 58.18

Total interest paid to date is \$ 3,790.51.

Total principal paid to date is \$ 284.49.

Outstanding balance as of 12/6/84 is \$ 67,215.51.



The University of Tennessee

PRIMARY CAMPUSES:
Knoxville
Memphis
Martin
Chattanooga

Office of the Treasurer
301 Andy Holt Tower
Knoxville, TN 37996-0100
Telephone 615/974-2302

TO: Sandra K. Bobinski
Raphael Trento

FROM: Carolyn Trusler

DATE: November 7, 1984

On November 5, 1984 the University received your check in the amount of \$ 815.00 for payment on your note. We have credited this amount as follows:

Interest \$ 757.47

Principal \$ 57.53

Total interest paid to date is \$ 3,033.69 .

Total principal paid to date is \$ 226.31 .

Outstanding balance as of November 5, 1984 is \$ 67,273.69 .



The University of Tennessee

PRIMARY CAMPUSES:
Knoxville
Memphis
Martin
Chattanooga

Office of the Treasurer
301 Andy Holt Tower
Knoxville, TN 37996-0100
Telephone 615/974-2302

TO: Sandra K. Bobinski
Raphael Trento

FROM: Carolyn Trusler

DATE: October 10, 1984

On October 10, 1984 the University received your check in the amount of \$ 815.00 for payment on your note. We have credited this amount as follows:

Interest \$ 758.11

Principal \$ 56.89

Total interest paid to date is \$ 2,276.22 .

Total principal paid to date is \$ 168.78 .

Outstanding balance as of October 10, 1984 is \$ 67,331.22 .



The University of Tennessee

PRIMARY CAMPUSES:
Knoxville
Memphis
Martin
Chattanooga

Office of the Treasurer

301 Andy Holt Tower
Knoxville, TN 37996-0100
Telephone 615/974-2302

September 7, 1984

TO: Sandra K. Bobinski
Raphael Trento

FROM: Carolyn Trusler

DATE: September 7, 1984

On September 6, 1984 the University received your check in the amount of \$ 815.00 for payment on your note. We have credited this amount as follows:

Interest \$ 758.74

Principal \$ 56.26

Total interest paid to date is \$ 1,518.11.

Total principal paid to date is \$ 111.89.

Outstanding balance as of 9/6/84 is \$ 67,388.11.



The University of Tennessee

PRIMARY CAMPUSES:
Knoxville
Memphis
Martin
Chattanooga

Office of the Treasurer

301 Andy Holt Tower
Knoxville, TN 37996-0100
Telephone 615/974-2302

D R A F T

SAMPLE

TO: Sandra K. Bobinski
Raphael Trento

FROM: Carolyn Trusler

DATE: August 21, 1984

On August 7, 1984 the University received your check in the amount of \$ 815.00 for payment on your note. We have credited this amount as follows:

Interest \$ 759.37

Principal \$ 55.63

Total interest paid to date is \$ 759.37 .

Total principal paid to date is \$ 55.63 .

Outstanding balance as of 8/8/84 is \$ 67,444.37 .



The University of Tennessee

PRIMARY CAMPUSES:
Knoxville
Memphis
Martin
Chattanooga

Office of the Treasurer

301 Andy Holt Tower
Knoxville, TN 37996-0100
Telephone 615/974-2302

August 21, 1984

Raphael Ms. Sandra K. Bobinski
~~Ralph~~ & Sandy's
24 Market Square Mall
Knoxville, Tennessee 37902

Dear Ms. Bobinski:

Enclosed is a draft of a form to be sent to you monthly upon receipt of your check for payment on the note. Please indicate any changes you and Mr. Trento would like and return to me.

Very truly yours,

Carolyn R. Trusler
Trust Officer

CT:sf
Enclosure



The University of Tennessee

PRIMARY CAMPUSES:
Knoxville
Memphis
Martin
Chattanooga

Office of the Treasurer

301 Andy Holt Tower
Knoxville, TN 37996-0100
Telephone 615/974-2302

D R A F T

TO: Sandra K. Bobinski
Raphael Trento

FROM: Carolyn Trusler

DATE:

On _____ the University received your check in
the amount of \$ _____ for payment on your note. We have
credited this amount as follows:

Interest \$ _____

Principal \$ _____

Total interest paid to date is \$ _____.

Total principal paid to date is \$ _____.

Outstanding balance as of _____ is \$ _____.

copy



April 28, 1988

Office of the Treasurer
301 Andy Holt Tower
Knoxville, TN 37996-0100
(615) 974-2302

Ms. Sandra K. Bobinski
Raphael & Sandy's
24 Market Square
Knoxville, Tennessee 37902

Dear Ms. Bobinski:

This letter is to confirm our telephone conversation of yesterday regarding the payoff of your note with the University. The total amount due is \$1,409.20 (\$1,376.24 principal plus \$32.96 interest).

When we receive the check (cashier or certified), I will give you a receipt for the check, the promissory note marked paid, the trust deed, and a trust deed release which has been executed on behalf of the University. The legal office has informed me that you will need to take the Trust Deed Release to the Knox County Register of Deeds (in the City and County Building) to have it recorded; this will remove the legal cloud from the title.

I am enclosing a map of the University area. You should stop at the Campus Information Center (#14 on the map) and tell them you have business with the Treasurer's Office. They will give you a pass to park on Circle Park. If you should arrive after the information center is closed, it will be all right for you to park on Circle Park without a pass. Near the flag pole on Circle Park there are steps and a walkway which goes between two buildings (#84 on the map). Walk along this walkway to the Andy Holt Tower (#4 on the map). Once inside the Tower, go through the double glass doors and you will be in the Treasurer's Office. Ask one of the receptionists for me.

I will be expecting you around 4 o'clock on Wednesday, May 4. As I mentioned on the phone, I usually leave at 4:30. If you find you cannot be here before 4:30, please call me and I will wait for you.

Very truly yours,

Carolyn R. Trusler
Trust Officer



April 27, 1988

Office of the Treasurer
301 Andy Holt Tower
Knoxville, TN 37996-0100
(615) 974-2302

MEMORANDUM

To: Karen Holt
From: Carolyn Trusler
Re: Trust Deed Release

In 1984 Sandra K. Bobinski and Raphael Trento purchased 24 Market Square from the University and signed a promissory note in the amount of \$67,500. They wish to pay off the remaining principal balance of \$1,376.24 plus interest next week with a certified check and receive a trust deed release at the same time. David has no problems with handling the payoff this way.

Enclosed are copies of the trust deed and the promissory note. Please prepare the trust deed release and let me know if you need any additional information.

The plans are for the payoff to occur on next Wednesday. I would appreciate having the release at that time.

Enclosures

This instrument prepared by:
Curtis S. Sprouse, Attorney
The University of Tennessee
Knoxville, Tennessee 37996-
0184

TRUST DEED

This Deed of Trust made this 26th day of July,
1984, between SANDRA K. BOBINSKI and RAPHAEL TRENTO of Knox
County, Parties of the First Part, and THE UNIVERSITY OF
TENNESSEE, a public educational corporation of the State of
Tennessee, having its principal offices in Knoxville,
Tennessee, Trustee and Party of the Second Part.

W I T N E S S E T H:

That the said First Parties, for and in consideration of
the sum of One Dollar (\$1.00) the receipt of which is hereby
acknowledged, and other good and valuable consideration, here-
inafter mentioned, do hereby grant, bargain, sell, transfer,
and convey unto the Second Party the following described prem-
ises:

A certain tract or parcel of land in the
Fourth Civil District of Knox County,
Tennessee, and more fully described as
follows: *21.00
*21.00
*21.00

All that lot or parcel of ground lying in the
Fourth (formerly First) Civil District of
Knox County, Tennessee, fronting twenty-five
(25) feet on the east side of Market Square
in the City of Knoxville, being city numbers
24 and 24-1/2 Market Square Mall and running
back or Eastwardly between parallel lines
about one hundred and twenty (120) feet to
the alley running East of and parallel with
Market Square and being the same property
that was conveyed to Benjamin Rush Strong by
W. K. Eckle by deed dated the 20th day of
September, 1880 and recorded in the office of
the Register of Knox County, Tennessee in
Book U. Vol. 3, pages 190 and 191 to which
deed reference is here made for fuller de-
scription of said property. *21.00
*0.00
07-27-84
7.177

BEING the same property conveyed to The
University of Tennessee by Hu L. McClung and
W. E. Monday, Executors of the Will of
Benjamin Rush Strong by deed dated the 8th
day of January 1920 and recorded in the of-
fice of the Register of Knox County,
Tennessee in Book 312 on page 322.

RECEIVED FOR

JUL 27 9 47 AM '84

NOTE BOOK

STEVE HALL

with the hereditaments and appurtenances thereto appertaining, hereby releasing all applicable claim to homestead and dower therein. TO HAVE AND TO HOLD the said premises to the said Second Party, its successors in trust and assigns forever for the purposes hereinafter set forth.

And said Parties of the First Part, for themselves and for their heirs, executors, administrators and assigns, do hereby covenant with the Second Party, its successors in trust and assigns, that they are lawfully seized in fee simple of the premises above conveyed, and have full power, authority, and right to convey the same, and that said premises are free from all encumbrances, except those of record, and that they will forever warrant and defend the said premises and the title thereto against the lawful claims of all persons whomsoever.

BUT THIS INSTRUMENT is made in trust to the second party for the uses and purposes following, that is to say: whereas First Parties are indebted to The University of Tennessee in the principal sum of Sixty-Seven Thousand Five Hundred Dollars (\$67,500.00) plus interest evidenced by a Promissory Note of even date and due as follows: Principal sum of Sixty-Seven Thousand Five Hundred Dollars (\$67,500.00) with interest thereon, at thirteen and one-half per cent per year in installments of Eight Hundred Fifteen Dollars (\$815.00) per month, commencing on the 5th day of August, 1984, with payments due on the 5th day of each succeeding month for a period of Five (5) years until the 5th day of July, 1989, when all of the balance plus unpaid interest shall be due and payable. Said balance shall be Sixty-Two Thousand Seven Hundred Seventy-One and Sixty-Eight Hundredths Dollars (\$62,771.68) provided that all other installments have been promptly and properly paid.

Should the Trustee herein, or the beneficiary hereof or both be made a party to any suit at law or equity involving the premises herein conveyed, said Trustee or beneficiary, or both shall be awarded reasonable expenses, charges and attorneys' fees on account of such proceedings, and the same shall be a

further charge and lien upon said premises and enforced in the same manner as the principal obligation secured by this trust deed.

NOW, THEREFORE, if the said Parties of the First Part, their heirs, executors, administrators, or assigns shall pay to The University of Tennessee, its agents, successors, or assigns, the full amount of the indebtedness above mentioned, with interest thereon when the same shall become due and payable as set forth, and keep all the taxes on the within conveyed property paid promptly as they become due, and keep all buildings in good repair, and shall not commit waste on said premises, then these presents and the estate hereby conveyed shall cease and become void. Should the Parties of the First Part fail to pay any of the said taxes the beneficiary hereunder, or the representatives or assigns of said beneficiary, may pay any such taxes, and any such amounts, together with interest from the date of payment, shall be fully secured by this Deed of Trust, and in addition to this protection, the payment of said amounts shall not be a waiver of the right of said beneficiary, or the representatives or assigns of said beneficiary, to foreclose and enforce this Deed of Trust. If default be made in the payment of the above mentioned indebtedness, or any part thereof, or the interest thereon as it becomes due, or the taxes as they become due, or in the performance of any of the terms, or conditions of this Trust Deed, or of the Note secured hereby, then the whole sum of money hereby secured may, at the option of the holder of said indebtedness, be declared due and payable at once and this Trust Deed foreclosed and the Trustee hereunder or its successors, at the request of the beneficiary hereunder or the representatives or assigns of said beneficiary, after giving notice of the time and place of sale by publication of such at least three different times in some newspaper published in Knox County, Tennessee, the first of which

publications shall be at least twenty days previous to said sale, and on the day and at the front door of the County Courthouse in Knox County, Tennessee, being the place fixed, between the hours of 10:00 a.m. and 2:00 p.m. shall proceed to sell the property and premises above described or conveyed at public auction for cash and in bar of the right and equity of redemption, homestead, dower, and all other rights and exemptions of every kind, all of which are hereby waived and surrendered, and said Trustee shall apply the proceeds from such sale: (1) First, to the payment of all costs and expenses of such sale, including a fee of Ten Percent (10%) to the attorney or Trustee; said attorney or Trustee's fees and expenses shall become absolutely due and payable whenever foreclosure is commenced; (2) Second, to the payment of the indebtedness above mentioned and interest thereon, including any and all advances made under the terms thereof with interest thereon; (3) Third, the surplus, if any, to the parties legally entitled thereto.

Upon default as herein provided, said Trustee and owner of the indebtedness secured hereby may at its option, instead of foreclosing this Trust Deed, by advertisement and sale as hereinabove provided, institute appropriate proceedings of foreclosure in equity or at law and upon the institution of such proceedings shall upon application therefore without notice either be entitled to have a receiver appointed to take possession of the property hereby conveyed and said Trustee and owner shall be entitled to all of the rents issued and profits arising therefrom during dependency of any such foreclosure proceedings.

As further security for the payment of said note the Parties of the First Part agree to keep the building(s) now standing or which may be hereafter erected on the above property, insured against loss by fire and windstorm in some

insurance company or companies to the approval of the Party of the Second Part, in an amount not less than the outstanding balance of the indebtedness of the promissory note and assign to the Party of the Second Part all such policy or policies of insurance.

And the Parties of the First Part hereby covenant that they will deposit all policies of fire insurance covering the above property with the Party of the Second Part, its successors and assigns, to be held as long as this loan is in force, and a violation of this covenant gives the Party of the Second Part, its successors, and assigns the right to foreclose this loan.

And should the Parties of the First Part fail to effect such insurance in the amount named above, then the Party of the Second Part, its successors, and assigns, is hereby authorized to effect the same, and the amounts paid for premiums shall become a lien on the above property, and bear interest from the date of payment, and their payment may be enforced in the manner herein provided for enforcing the payments of the aforesaid note.

Should the property conveyed by this instrument be involved in any insolvency, receivership, bankruptcy either voluntary or involuntary, or other proceedings affecting the possession of said property, it is further covenanted and agreed that the Trustee and owner of the indebtedness secured hereby shall be entitled to all of the rents, issues, and profits realized from such proceedings whether there be a default under this Trust Deed as above provided or not. The said Parties of the First Part further agree that in case of any sale hereunder they will at once surrender possession of the said property and will from that moment become and be the tenants at will of the purchaser, and removable by process as upon a forceable and unlawful detainer suit hereby agreeing to pay the said purchaser the reasonable rental value of said premises after such sale.

In case of the death, absence, inability, failure, or refusal of the Trustee named herein or any successor Trustee to act at any time when demand for such action is made by the owner of the indebtedness, hereby secured, then such owner is authorized to appoint a successor Trustee to execute this Trust Deed which appointment shall be in writing and recorded in the office of the Register of Deeds of Knox County, Tennessee, and such appointment shall vest the title to said premises in and clothe such successor Trustee with all the powers granted to the Trustee named herein and the exercise of such right of appointment shall not be an exhaustion thereof but may be exercised as often as the owner of said indebtedness may desire. The Party of the Second Part is hereby released from the obligations imposed by statute and it is agreed that said Party and beneficiary hereof in case of any sale of said property shall be at liberty to bid and buy as any third person might.

Qualifications and bond under the statute are hereby waived.

IN WITNESS WHEREOF the parties of the first part has hereunto set their hand on the day and year first above written.


Sandra K. Bobinski


Raphael Trento

STATE OF TENNESSEE)

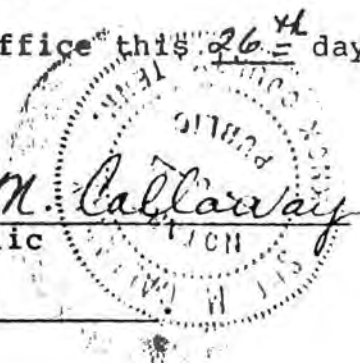
) SS

COUNTY OF KNOX)

Personally appeared before me, Sue M. Callaway, a notary public of the County and State aforesaid, the within named bargainor, SANDRA K. BOBINSKI, 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 office this 26th day of July, 1984.

Sue M. Callaway
Notary Public



My commission expires: 2-18-86

STATE OF TENNESSEE)

) SS

COUNTY OF KNOX)

Personally appeared before me, Sue M. Callaway, a notary public of the County and State aforesaid, the within named bargainor, RAPHAEL TRENTO, 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 office this 26th day of July, 1984.

Sue M. Callaway
Notary Public



My commission expires: 2-18-86

PROMISSORY NOTE

Amount: Sixty-Seven Thousand
Five Hundred Dollars
(\$67,500.00)

Date: July 26, 1984

(1) FOR VALUE RECEIVED, the undersigned SANDRA K. BOBINSKI and RAPHAEL TRENTO, hereinafter called "Borrowers", jointly and severally promise to pay to the order of The University of Tennessee, hereinafter called the "Holder," the principal sum of Sixty-Seven Thousand Five Hundred Dollars (\$67,500.00) with interest therein, at thirteen and one-half percent (13 1/2%) per year in installments of Eight Hundred Fifteen Dollars (\$815.00) per month, commencing on the 5th day of August, 1984, with payments due on the 5th day of each succeeding month, for a period of five years until the 5th day of July, 1989, when all of the balance, plus unpaid interest, shall be due. Said balance shall be Sixty-Two Thousand Seven Hundred Seventy-One and Sixty-Eight Hundredths Dollars (\$62,771.68) provided that all other installments have been paid in accordance with the terms of this Note. Payments shall be delivered to:

Treasurer's Office
301 Andy Holt Tower
The University of Tennessee
Knoxville, Tennessee 37996-0100

Attn: Ms. Carolyn Trusler

(2) Principal and interest shall be paid in lawful money of the United States of America with both principal and interest payable in full on the due dates set forth above.

(3) Borrower shall be in default under the terms of this Note in the event that any payment is not made when the same shall become due and such default is not cured within 30 days from the date of Holder's written notice to the Borrower of such default.

(4) It is hereby expressly agreed that if Borrower is in default under the terms of this Note, then the whole sum of principal and interest shall, at the option of the Holder

hereof, become immediately due and payable, anything contained herein or in any instrument now and hereafter securing this Note to the contrary in anywise notwithstanding, time being of the essence of this Note. Said option shall continue until all such defaults have been cured.

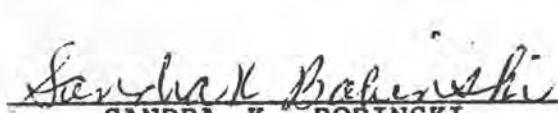
(5) If this Note is not paid when due, whether at maturing or by acceleration, the undersigned promises to pay all costs of collection, including, but not limited to, reasonable attorney's fees, and all expenses incurred in connection with the protection or realization of the collateral or enforcement or any guaranty, incurred by the Holder hereof, on account of such collection, whether or not suit is filed hereon. If interest is not paid when due, it shall thereafter bear like interest at the same rate as the principal.

(6) The makers, guarantors and endorsers hereby severally waive presentation for payment, protest and demand, notice of protest, demand, dishonor and nonpayment of the Note, and consent that the Holder may extend the time of payment or otherwise modify the terms of payment of any part of the debt evidenced by this Note, at the request of any other person, liable hereon, and such consents shall not alter nor diminish the liability of any person.

(7) No single or partial exercise of any power hereunder shall preclude other or further exercise thereof or the exercise of any other power. No delay or omission on the part of the Holder hereof in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Note.

(8) This Note may be prepaid, in whole or in part, without notice or penalties in any amount.

IN WITNESS WHEREOF the following signatures and seals of the Borrowers as of the day and year first herein written.


SANDRA K. BOBINSKI


RAPHAEL TRENTO

1987

Coverage is provided by NEW HAMPSHIRE INSURANCE COMPANY.

These Declarations, with Policy Provisions - Part A, Part C, forms and endorsements, if any, issued as part thereof, complete this policy.

From 08-12-87 To 08-12-88 at 12:01 AM Standard Time at insured location

Named Insured and Mail Address

The named insured is a partner in:

RAFHAEL & SANDY'S
R P TRENTO & S S BOBINSKI DBA
24 MARKET SQUARE
KNOXVILLE TN 37902

The named insured's business is
JEWELRY

Insurance is provided for coverages and property for which a specific limit of liability is shown, subject to all terms of this policy, including forms and endorsements attached, at 24 MARKET SQUARE KNOXVILLE TN

Construction: ORDINARY MASONRY Protection Class: 3
Additional locations/coverages are described on Page 82 of these declarations.

BASIC COVERAGES AND LIMITS OF LIABILITY

SECTION I

- A. BUILDING: \$ 100,000 This amount automatically increases by 2% at the end of each period of three months after the inception of the policy.
 - B. BUSINESS PERSONAL PROPERTY: \$ 25,000
 - C. LOSS OF INCOME: Actual business loss sustained not exceeding 12 months.
- DEDUCTIBLE - Theft loss: \$500; Any other loss under Coverages A and B: \$500

SECTION II

- D. BUSINESS LIABILITY: \$ 500,000 each occurrence including PERSONAL and ADVERTISING INJURY. This is an aggregate limit for all combined Completed Operations and Products Hazard occurrences during each annual policy period.
- E. FIRE LEGAL LIABILITY: \$100,000 each occurrence.
- F. MEDICAL PAYMENTS: \$5,000 each person \$25,000 EACH ACCIDENT.

MORTGAGE: Applies to Coverage A
UNIV. OF TN-ATTN: CAPCL T
301 AND 400 TOWER
KNOXVILLE TN 37996

APPLIES TO COVERAGE B LOSS OF INCOME, TO BE ADJUSTED TO THE NAMED INSURED AND PAYABLE TO THE INSURED AND TO

AGENCY:

C & S INSURANCE AGENCY
5221 W. BROADWAY
P.O. BOX 18825
KNOXVILLE TN 37928
41-00306

Total premium \$ 1724.00
Expense of underwriting \$ 1724.00

Ed Dts Part A 1/84 Part C 1/84
Forms attached

The Company shall retain a minimum of \$ 250
if the policy is cancelled by the insured.

G7178(4/78)
IL0928(5/86) GL2133(2/85)

Countersigned: 10-27-87

Dennis W. Hoortz Agent

KEYSTONE

Insureds: RAPHAEL & SANDY S. R. P. TRENTO & S. S. MORINSKY DBA

ADDITIONAL COVERAGES AND LIMITS OF LIABILITY

The following coverages are afforded under this policy only when designated by an X in the boxes, and, where appropriate, when a limit of liability and deductible are specified.

..... Locations
..... 12..... 13..... 14..... 15.....

F.I.] EMPLOYEE DISHONESTY

I.(X) EXTENDED CRIME \$ 2,000
Deductible \$250

J.(X) EXTERIOR GLASS YES
Included under Coverage A or B if X appears in the box.

K.(X) REFRIGERANT LEAKAGE AND INTERRUPTION
Deductible \$500 \$ 5,000

L.C.] NON OWNED AND/OR HIRED CAR LIABILITY

M.C.] LIQUOR LIABILITY

N.C.] VALUABLE PAPERS

O.C.] ACCOUNTS RECEIVABLE

ADDITIONAL INSURED name and address - Applicable to Coverage D.

Wm. W. Acosta

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

Policy No.

Endorsement No.

Named Insured

Countersigned by _____

(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

BUSINESS OWNERS POLICY
COMPREHENSIVE GENERAL LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
SMP LIABILITY INSURANCE
STOREKEEPERS INSURANCE

POLLUTION EXCLUSION

It is agreed that the exclusion relating to the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials, or other irritants, contaminants or pollutants is replaced by the following:

- (1) to bodily injury or property damage arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants:
 - (a) at or from premises owned, rented or occupied by the named insured;
 - (b) at or from any site or location used by or for the named insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) which are at any time transported, handled, stored, treated, disposed of or processed as waste by or for the named insured or any person or organization for whom the named insured may be legally responsible; or
 - (d) at or from any site or location on which the named insured or any contractors or subcontractors working directly or indirectly on behalf of the named insured are performing operations:
 - (i) if the pollutants are brought on or to the site or location in connection with such operations; or
 - (ii) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the pollutants.
- (2) to any loss, cost or expense arising out of any governmental direction or request that the named insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Subparagraphs (a) and (d) (i) of paragraph (1) of this exclusion do not apply to bodily injury or property damage caused by heat, smoke or fumes from a hostile fire. As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.
(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

Policy No.

Endorsement No.

Named Insured

Countersigned by _____

(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE
CONTRACTUAL LIABILITY INSURANCE
MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE
OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE
SMP LIABILITY INSURANCE
STOREKEEPERS INSURANCE**

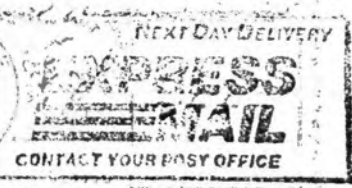
POLLUTION EXCLUSION

It is agreed that the exclusion relating to the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants is replaced by the following:

- (1) to **bodily injury** or **property damage** arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants:
 - (a) at or from premises owned, rented or occupied by the **named insured**;
 - (b) at or from any site or location used by or for the **named insured** or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) which are at any time transported, handled, stored, treated, disposed of, or processed as waste by or for the **named insured** or any person or organization for whom the **named insured** may be legally responsible; or
 - (d) at or from any site or location on which the **named insured** or any contractors or subcontractors working directly or indirectly on behalf of the **named insured** are performing operations:
 - (i) if the pollutants are brought on or to the site or location in connection with such operations; or
 - (ii) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the pollutants.
- (2) to any loss, cost or expense arising out of any governmental direction or request that the **named insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

C & S INSURANCE AGENCY
7043 MAYNARDVILLE HWY.
NORTHSIDE SQUARE, SUITE 16
P. O. BOX 18325
KNOXVILLE, TN 37928-2325



*University of Tennessee
Carol Trussler - Treasurers Office
301 Andy Holt Tower
Knoxville, TN 37996-0100*



INSURANCE BINDER

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

Binder No.

641

NAME AND ADDRESS OF AGENCY <input type="checkbox"/> C & S Insurance Agency 7043 Maynardville Hwy P.O. Box 18325 Knoxville, TN 37928-2325	COMPANY New Hampshire Insurance Company
	Effective 12:01 am 08-12¹⁹ 87 Expires <input checked="" type="checkbox"/> 12:01 am <input type="checkbox"/> Noon 10-12¹⁹ 87
<input type="checkbox"/> This binder is issued to extend coverage in the above named company per expiring policy # _____ (except as noted below)	

NAME AND MAILING ADDRESS OF INSURED Raphael & Sandy's 24 Market Square Knoxville, TN 37902	Description of Operation/Vehicles/Property Deli-Restaurant
--	--

Type and Location of Property	Coverage/Perils/Forms	Amt of Insurance	Ded.	Coins. %
PROPERTY Building located at 24 Market Sq. Contents	All Risk Coverage	100,000	500	90%
		25,000	500	90%

LIABILITY <input type="checkbox"/> Scheduled Form <input type="checkbox"/> Premises/Operations <input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Contractual <input type="checkbox"/> Other (specify below) <input checked="" type="checkbox"/> Med. Pay. \$1,000 Per Person \$ 10,000 Per Accident <input type="checkbox"/> Personal Injury	<input checked="" type="checkbox"/> Comprehensive Form <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C	Limits of Liability	
		Each Occurrence	Aggregate
		Bodily Injury \$	\$
		Property Damage \$	\$
		Bodily Injury & Property Damage Combined \$500,000	\$ 500,000
		Personal Injury	\$

AUTOMOBILE <input type="checkbox"/> Liability <input type="checkbox"/> Non-owned <input type="checkbox"/> Hired <input type="checkbox"/> Comprehensive-Deductible \$ <input type="checkbox"/> Collision-Deductible \$ <input type="checkbox"/> Medical Payments \$ <input type="checkbox"/> Uninsured Motorist \$ <input type="checkbox"/> No Fault (specify): <input type="checkbox"/> Other (specify):	<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C	Limits of Liability	
		Bodily Injury (Each Person)	\$
		Bodily Injury (Each Accident)	\$
		Property Damage	\$
		Bodily Injury & Property Damage Combined	\$

WORKERS' COMPENSATION — Statutory Limits (specify states below) EMPLOYERS' LIABILITY — Limit \$

SPECIAL CONDITIONS/OTHER COVERAGES

Food Spoilage coverage \$5,000.
Deductible 500.

NAME AND ADDRESS OF <input checked="" type="checkbox"/> MORTGAGEE <input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> ADD'L INSURED University of Tennessee Attn: Carol Trussler Treasurers Office 301 Andy Holt Tower Knoxville, TN 37996-0100	LOAN NUMBER _____ <i>Deanna W. Koontz</i> 8-11-87 Signature of Authorized Representative Date
--	--



September 1, 1987

Office of the Treasurer
301 Andy Holt Tower
Knoxville, TN 37996-0100
(615) 974-2302

Ms. Sandra K. Bobinski
Mr. Raphael Trento
Raphael & Sandy's
24 Market Square
Knoxville, Tennessee 37902

Dear Ms. Bobinski and Mr. Trento:

Your trust deed covering your note with the University requires you to keep the property insured in an amount not less than the outstanding balance of the note and to assign to the University such policy.

The insurance on the property expired on July 30, 1987. Today we have been notified that the policy has not been renewed and that the certificate of insurance naming the University as mortgagee has been cancelled. It is imperative that we receive notification immediately that the University is named as mortgagee on another policy and that we receive a certificate of insurance to such effect as soon as possible.

This matter is of the utmost importance, and I will expect to hear from you soon.

Very truly yours,

A handwritten signature in cursive script that reads "Carolyn R. Trusler".

Carolyn R. Trusler
Trust Officer



July 31, 1987

Office of the Treasurer
301 Andy Holt Tower
Knoxville, TN 37996-0100
(615) 974-2302

Ms. Sally L. Baumann
Baumann Insurance
620 Campbell Station Road, Suite M
Knoxville, Tennessee 37922

Dear Ms. Baumann:

The University of Tennessee has been named as mortgagee on Nationwide Mutual Fire Insurance Company policy 63SM-117-836-0001 covering Raphael & Sandy's Deli & Cafe located at 24 Market Square Mall in Knoxville. The expiration date of the policy was July 30, 1987.

Will you please let me know if this policy has been renewed. If it has, please send us a certificate indicating that the University is still named as mortgagee.

Very truly yours,

A handwritten signature in cursive script that reads "Carolyn R. Trusler".

Carolyn R. Trusler
Trust Officer

SPECIAL MULTI-PERIL POLICY DECLARATION PAGE

NATIONWIDE MUTUAL FIRE INSURANCE COMPANY
 NATIONWIDE MUTUAL INSURANCE COMPANY (herein called this Company)

Non-Assessable

In Consideration of the premium, Insurance is provided the named insured with respect to the designated premises shown in Item 4 below and with respect to those coverages and kinds of property for which a specific limit of liability is shown, subject to all of the terms of this policy including forms and endorsements made a part hereof:



HOME OFFICE • COLUMBUS, OHIO
 NATIONWIDE IS ON YOUR SIDE.

ISSUED BY NATIONWIDE MUTUAL FIRE INSURANCE COMPANY
 NATIONWIDE MUTUAL INSURANCE COMPANY
 PRIORITY ONE "PLUS"

DECLARATIONS

Item 1.
 Named Insured
 and P.O. Address
 (No., Street, Town,
 County, State
 & Zip Code)

Raphael & Sandy's Deli & Cafe
 24 Market Square Mall
 Knoxville, TN 37902

**NOTICE
 AUDIT POLICY**

POLICY NUMBER
63SM-117-836-0001
REPLACED OR TRANSFERRED FROM POLICY NUMBER

Item 2.

Policy Period: 07-30-86 To 07-30-87

12:01 A.M. Standard Time at location of designated premises.

Item 3. The Named Insured is:

Individual Corporation Partnership Joint Venture Other: _____

Item 4. Location of premises: (Enter "same" if same location as above)

No. 1 24 Market Sq. Mall, Knoxville, TN
 No. 2
 No. 3
 No. 4

Occupancy of Premises
 Deli - Restaurant

Item 5. Insurance is provided with respect to those premises described above and with respect to those coverages and kinds of property for which a specific limit of liability is shown, subject to all of the terms of this policy including forms and endorsements made a part hereof:

SECTION I - PROPERTY COVERAGE								COINSURANCE PERCENTAGE APPLICABLE	COVERAGE
LIMIT OF LIABILITY									
Loc. No.	Bldg. No.	Loc. No.	Bldg. No.	Loc. No.	Bldg. No.	Loc. No.	Bldg. No.		
1	1							90%	Building(s)
\$ 100,000	\$	\$	\$	\$	\$	\$	\$	90%	Personal Property of The Insured
\$ 20,000	\$	\$	\$	\$	\$	\$	\$		Personal Property of Others
\$	\$	\$	\$	\$	\$	\$	\$		Addl. Cov. (Specify)

Deductible: \$ _____ each occurrence, \$ _____ aggregate each occurrence.
 If no deductible stated above, the deductible shall be \$100 each occurrence, \$1,000 aggregate, each occurrence.

SECTION II - LIABILITY COVERAGE		LIMIT OF LIABILITY	
Bodily Injury and Property Damage	Liability Form MP 00 93 07 77 Combined Single Limit	\$300,000	each occurrence
Premises Medical Payments		\$1,000	each person
Bodily Injury Liability	} REFER TO COVERAGE PART	\$ 300,000	aggregate
Property Damage Liability		\$ 10,000	each accident
Premises Medical Payments			
Addl. Cov. (Specify)			

**SALLY L. BAUMANN
 BAUMANN INSURANCE**
 620 Campbell Station Rd., Ste. M
 Knoxville, Tennessee 37922
 Phone: (615) 966-3433

Audit Period: Annual, unless otherwise stated: Monthly Quarterly Semi-Annual (Other) _____

SECTION III - CRIME COVERAGE }
 SECTION IV - BOILER AND MACHINERY COVERAGE } As stated in the endorsement, made part of this Policy, if indicated by

Item 6. Forms and Endorsements made part of this policy at time of issue in addition to Special Multi-Peril Policy Conditions and Definitions Form MP 00 90 07 77 (Insert Nos. and Ed. Dates):

MP0127(12-79) IL0018(10-84) Cas 2962(2-84) GL0019(7-78)

a. Section I-Forms and Endorsements Only: GL0032(4-84) IL0928(6-85) MP0013(10-84) MP0014(10-83)
 IL0407(5-81) MP0460(7-77)

b. Section II-Forms and Endorsements Only: MP0093(7-77) GL0026(3-81) MP9991(7-77) GL0027(3-81)

c. Section III-Forms and Endorsements Only:

d. Section IV-Forms and Endorsements Only:

Item 7. Mortgagee: University of Tennessee, Office of the Treasurer, Loan No. _____
 (NAME AND ADDRESS) 301 Andy Holt Tower, Knoxville, TN 37996

Item 8. The Total Advance Premium is \$ _____ and is payable \$ 1,887.00 at inception, and \$ _____ at each anniversary.
 Unless indicated by an X in the box below as "NOT APPLICABLE", the premium for installments subsequent to the initial installment shall be subject to adjustment on the basis of the rates in effect at each anniversary date. NOT APPLICABLE.

Countersignature Date mp 7-2-86 Agency at Sally L. Baumann #8817 TN
 Agent & No. Sally Baumann #8817 TN

2600 NONCONNAH BLVD. • MEMPHIS, TENNESSEE 38132
HOME OFFICE: COLUMBUS, OHIO



OCTOBER 16, 1986

UNIVERSITY OF TENN
301 ANDY HOLT TOWER
KNOXVILLE TN 37996

RECEIVED
1986 OCT 20 PM 5:24
UNIVERSITY OF TENN
TREASURERS OFFICE

POLICY 63 SM 117-836-0001

INSURED RAPHAEL & SANDYS CAFE
NAME AND 24 MARKET SQUARE MALL
ADDRESS KNOXVILLE TN 37902

THE CANCELLATION NOTICE RECENTLY SENT TO YOU CONCERNING
THIS POLICY IS HEREBY WITHDRAWN WITH NO LAPSE IN PROTECTION.

NATIONWIDE MUTUAL FIRE INSURANCE COMPANY

CC- 41-8817

NATIONWIDE MUTUAL INSURANCE COMPANY
NATIONWIDE MUTUAL FIRE INSURANCE COMPANY
NATIONWIDE LIFE INSURANCE COMPANY
NATIONWIDE GENERAL INSURANCE COMPANY

2600 NONCONNAH BLVD. • MEMPHIS, TENNESSEE 38132
HOME OFFICE: COLUMBUS, OHIO



OCTOBER 13, 1986

UNIVERSITY OF TENN
301 ANDY HOLT TOWER
KNOXVILLE TN 37996

POLICY 63 SM 117-836-0001

INSURED RAPHAEL & SANDYS CAFE
NAME AND 24 MARKET SQUARE MALL
ADDRESS KNOXVILLE TN 37902

OUR RECORDS INDICATE THAT YOU HAVE AN INTEREST IN
THE ABOVE INSURANCE POLICY.

THE PREMIUM DUE, IN THE AMOUNT OF \$168.00 HAS NOT
BEEN RECEIVED FROM THE POLICYHOLDER. THEREFORE, YOUR
INTEREST IN THIS POLICY IS CANCELED EFFECTIVE
OCTOBER 26, 1986.

WE WILL NOTIFY YOU PROMPTLY IF CANCELLATION IS
WITHDRAWN.

NATIONWIDE MUTUAL FIRE INSURANCE COMPANY

CC- 41-8817

NATIONWIDE MUTUAL INSURANCE COMPANY
NATIONWIDE MUTUAL FIRE INSURANCE COMPANY
NATIONWIDE LIFE INSURANCE COMPANY
NATIONWIDE GENERAL INSURANCE COMPANY

2600 NONCONNAH BLVD. • MEMPHIS, TENNESSEE 38132
HOME OFFICE: COLUMBUS, OHIO



MAY 30, 1986

UNIVERSITY OF TENN
301 ANDY HOLT TOWER
KNOXVILLE TN 37996

POLICY 63 SM 117-836-0001

INSURED RAPHAEL & SANDYS CAFE
NAME AND 24 MARKET SQUARE MALL
ADDRESS KNOXVILLE TN 37902

THE CANCELLATION NOTICE RECENTLY SENT TO YOU CONCERNING
THIS POLICY IS HEREBY WITHDRAWN WITH NO LAPSE IN PROTECTION.

NATIONWIDE MUTUAL FIRE INSURANCE COMPANY

CC- 41-8817

NATIONWIDE MUTUAL INSURANCE COMPANY
NATIONWIDE MUTUAL FIRE INSURANCE COMPANY
NATIONWIDE LIFE INSURANCE COMPANY
NATIONWIDE GENERAL INSURANCE COMPANY

2600 NONCONNAH BLVD. • MEMPHIS, TENNESSEE 38132
HOME OFFICE: COLUMBUS, OHIO



MAY 12, 1986

UNIVERSITY OF TENN
301 ANDY HOLT TOWER
KNOXVILLE TN 37996

POLICY 63 SM 117-836-0001

INSURED RAPHAEL & SANDYS CAFE
NAME AND 24 MARKET SQUARE MALL
ADDRESS KNOXVILLE TN 37902

OUR RECORDS INDICATE THAT YOU HAVE AN INTEREST IN
THE ABOVE INSURANCE POLICY.

THE PREMIUM DUE, IN THE AMOUNT OF \$194.00 HAS NOT
BEEN RECEIVED FROM THE POLICYHOLDER. THEREFORE, YOUR
INTEREST IN THIS POLICY IS CANCELED EFFECTIVE
MAY 25, 1986.

WE WILL NOTIFY YOU PROMPTLY IF CANCELLATION IS
WITHDRAWN.

NATIONWIDE MUTUAL FIRE INSURANCE COMPANY

CC- 41-8817

5/20/86

*Tell in Sally Bauman's office said
late payment has been received*

CT.

NATIONWIDE MUTUAL INSURANCE COMPANY
NATIONWIDE MUTUAL FIRE INSURANCE COMPANY
NATIONWIDE LIFE INSURANCE COMPANY
NATIONWIDE GENERAL INSURANCE COMPANY

(N-1777) ED. 10-85

CAT. 685593
PRINTED IN U.S.A.



ÆTNA LIFE INSURANCE AND ANNUITY COMPANY
ACCOUNTING CONTROL CASHIERS
UNIT 2
HARTFORD CT 06156-1260



2600 NONCONNAH BLVD. • MEMPHIS, TENNESSEE 38132

HOME OFFICE: COLUMBUS, OHIO



JANUARY 22, 1986

UNIVERSITY OF TENN
301 ANDY HOLT TOWER
KNOXVILLE TN 37996

POLICY 63 SM 117-836-0001

INSURED RAPHAE & SANDYS CAFE
NAME AND 24 MARKET SQUARE MALL
ADDRESS KNOXVILLE TN 37902

THE CANCELLATION NOTICE RECENTLY SENT TO YOU CONCERNING
THIS POLICY IS HEREBY WITHDRAWN WITH NO LAPSE IN PROTECTION.

NATIONWIDE MUTUAL FIRE INSURANCE COMPANY

CC- 41-8817

2600 NONCONNAH BLVD. • MEMPHIS, TENNESSEE 38132
HOME OFFICE: COLUMBUS, OHIO



DECEMBER 20, 1985

UNIVERSITY OF TENN
301 ANDY HOLT TOWER
KNOXVILLE TN 37996

POLICY 63 SM 117-836-0001

INSURED RAPHAEL & SANDYS CAFE
NAME AND 24 MARKET SQUARE MALL
ADDRESS KNOXVILLE TN 37902

OUR RECORDS INDICATE THAT YOU HAVE AN INTEREST IN
THE ABOVE INSURANCE POLICY.

THE PREMIUM DUE, IN THE AMOUNT OF \$160.60 HAS NOT
BEEN RECEIVED FROM THE POLICYHOLDER. THEREFORE, YOUR
INTEREST IN THIS POLICY IS CANCELED EFFECTIVE
JANUARY 2, 1986.

WE WILL NOTIFY YOU PROMPTLY IF CANCELLATION IS
WITHDRAWN.

NATIONWIDE MUTUAL FIRE INSURANCE COMPANY

CC- 41-8817

*12/30/85
Sally Beauman said
we should receive
reinstatement notice
soon.
c. t.*

NATIONWIDE MUTUAL INSURANCE COMPANY
NATIONWIDE MUTUAL FIRE INSURANCE COMPANY
NATIONWIDE LIFE INSURANCE COMPANY
NATIONWIDE GENERAL INSURANCE COMPANY

0047

2600 NONCONNAH BLVD. • MEMPHIS, TENNESSEE 38132

HOME OFFICE: COLUMBUS, OHIO



JANUARY 16, 1986

UNIVERSITY OF TENN
301 ANDY HOLT TOWER
KNOXVILLE TN 37996

POLICY 63 SM 117-836-0001

INSURED RAPHAEL & SANDYS CAFE
NAME AND 24 MARKET SQUARE MALL
ADDRESS KNOXVILLE TN 37902

OUR RECORDS INDICATE THAT YOU HAVE AN INTEREST IN
THE ABOVE INSURANCE POLICY.

THE PREMIUM DUE, IN THE AMOUNT OF \$156.00 HAS NOT
BEEN RECEIVED FROM THE POLICYHOLDER. THEREFORE, YOUR
INTEREST IN THIS POLICY IS CANCELED EFFECTIVE
JANUARY 29, 1986.

WE WILL NOTIFY YOU PROMPTLY IF CANCELLATION IS
WITHDRAWN.

NATIONWIDE MUTUAL FIRE INSURANCE COMPANY

CC- 41-8817

SPECIAL MULTI-PERIL POLICY DECLARATION PAGE

NATIONWIDE MUTUAL FIRE INSURANCE COMPANY
NATIONWIDE MUTUAL INSURANCE COMPANY (herein called this Company)

Non-Assessable



In Consideration of the premium, Insurance is provided the named insured with respect to the designated premises shown in Item 4 below and with respect to those coverages and kinds of property for which a specific limit of liability is shown, subject to all of the terms of this policy including forms and endorsements made a part hereof:

ISSUED BY NATIONWIDE MUTUAL FIRE INSURANCE COMPANY
 NATIONWIDE MUTUAL INSURANCE COMPANY
 PRIORITY ONE "PLUS"

DECLARATIONS

Item 1. **Raphael & Sandy's Deli and Cafe**
 24 Market Square Mall
 Knoxville, Tn. 37902
 (No., Street, Town, County, State & Zip Code)

POLICY NUMBER
63-SM117-836-0001
REPLACED OR TRANSFERRED FROM POLICY NUMBER

**NOTICE
AUDIT POLICY**

Item 2. Policy Period: **7-30-85** To **7-30-86** 12:01 A.M. Standard Time at location of designated premises.

Item 3. The Named Insured is:
 Individual Corporation Partnership Joint Venture Other: _____

Item 4. Location of premises: (Enter "same" if same location as above) Occupancy of Premises
 No. 1 **24 Market Sq. Mall Knoxville, Tn. Deli**
 No. 2 **408-412 Market St. Knoxville, Tn. (rated as)**
 No. 3
 No. 4

Item 5. Insurance is provided with respect to those premises described above and with respect to those coverages and kinds of property for which a specific limit of liability is shown, subject to all of the terms of this policy including forms and endorsements made a part hereof:

SECTION I - PROPERTY COVERAGE								COINSURANCE PERCENTAGE APPLICABLE	COVERAGE
LIMIT OF LIABILITY									
Loc. No.	Bldg. No.	Loc. No.	Bldg. No.	Loc. No.	Bldg. No.	Loc. No.	Bldg. No.		
1	1								
\$	100,000	\$		\$		\$		90%	Building(s)
\$	20,000	\$		\$		\$		90%	Personal Property of The Insured
\$		\$		\$		\$			Personal Property of Others
\$		\$		\$		\$			Addl. Cov. (Specify)

Deductible: \$ _____ each occurrence, \$ _____ aggregate each occurrence.
 If no deductible stated above, the deductible shall be \$100 each occurrence, \$1,000 aggregate, each occurrence.

SECTION II - LIABILITY COVERAGE			LIMIT OF LIABILITY	
Bodily Injury and Property Damage				
Liability Form MP 00 93 07 77 Combined Single Limit	300,000	each occurrence	\$ 300,000	aggregate
Premises Medical Payments	1,000	each person	\$ 10,000	each accident
Bodily Injury Liability	} REFER TO COVERAGE PART			
Property Damage Liability				
Premises Medical Payments				
Addl. Cov. (Specify)				

Audit Period: Annual, unless otherwise stated: Monthly Quarterly Semi-Annual (Other) _____

SECTION III - CRIME COVERAGE }
 SECTION IV - BOILER AND MACHINERY COVERAGE } As stated in the endorsement, made part of this Policy, if indicated by

Item 6. Forms and Endorsements made part of this policy at time of issue in addition to Special Multi-Peril Policy Conditions and Definitions Form MP 00 90 07 77 (Insert Nos. and Ed. Dates):

- a. Section I-Forms and Endorsements Only: **MP0127 IL0018 CAS2962 GL0019 GL0032 IL0928 MP0013 MP0014 IL0407**
- b. Section II-Forms and Endorsements Only: **MP0093 GL0026 MP9991**
- c. Section III-Forms and Endorsements Only:
- d. Section IV-Forms and Endorsements Only:

Item 7. Mortgagee: **University of Tennessee** Loan No. _____
301 Andy Holt Tower, Office of the Treas. Knoxville, Tn. 37996

Item 8. The Total Advance Premium is \$ _____ and is payable \$ **1757.00** at inception, and \$ _____
 Unless indicated by an X in the box below as "NOT APPLICABLE", the premium for installments subsequent to the init on the basis of the rates in effect at each anniversary date. NOT APPLICABLE.

SALLY L. BAUMANN
 Baumann Insurance Agency
 620 Campbell Station Rd., Suite M
 Knoxville, Tennessee 37922
 Phone: (615) 966-4335

Countersignature Date **10-15-85 dh** Agency at **Sally L. Baumann**
 Agent & No. **S. Baumann 8817**



BURGLARY AND ROBBERY PROTECTIVE SYSTEMS ENDORSEMENT

In consideration of the premium at which this policy is written, it is a condition of this insurance that the insured shall maintain so far as is within his control such protective systems set forth as applicable in the schedule below. Failure to maintain such protective systems shall suspend this insurance, only as respects the location or situation affected, for the time of such discontinuance. However, it is a condition of the policy that if for reasons beyond the insured's control:

- (a) the insured fails to maintain the alarm system described in this endorsement but, until such alarm system has been fully restored to proper working condition, the insured provides at least one watchman within the premises at all times when the premises are not open for business and such watchman is in addition to any number of watchmen specified herein, or
- (b) the insured fails to maintain any other service described in this endorsement,

the insurance provided by this policy shall apply only in the reduced amount which the premium for this insurance would have purchased, as of the commencement of such failure, in the absence of any agreement of the insured to maintain such service.

SCHEDULE

Location Number	Building Number	Location (Street, Address, City & State)	Item(s) Applicable
1	1	24 Market Square Mall Knoxville, Tn. (rated as 408-412 Market St.)	E

Item A Premises Alarm System

Item B Safe Alarm System

NAME OF ALARM COMPANY	CLASSIFIED BY Underwriters Laboratories Inc.			CONNECTED WITH		KEYS TO THE PREMISES ARE IN POSSESSION OF THE ALARM COMPANY <input type="checkbox"/> YES <input type="checkbox"/> NO
	CLASS	INSTALLATION	CERTIFICATE NO. EFF. EXP.	OUTSIDE CENTRAL STATION <input type="checkbox"/> YES <input type="checkbox"/> NO	GONG OUTSIDE OF PREMISES <input type="checkbox"/> YES <input type="checkbox"/> NO	

Item C Holdup Alarm System

1. The premises are equipped with push button alarm connected with:
 - a central station;
 - a police station with one regular policeman on duty at all times;
 - a local gong inside or outside the premises.
2. The premises are equipped with a holdup alarm and protection system designed to prevent robbery, manufactured by _____ and approved by Underwriters' Laboratories, Inc. on certificate number _____ issued _____, 19 _____, expiring _____, 19 _____

Item D Watchman Protection

_____ private watchman (watchmen) employed exclusively by the insured shall be on duty within the premises at all times when the premises (state number) _____ are not regularly open for business during the policy period. Each such watchman will make at least hourly rounds of the premises and (a) register at least hourly on a watchman's clock _____; or (b) signal an outside central station at least hourly _____

(yes or no) (yes or no)

Item E Describe extent of all other burglary and robbery protective systems.

This Endorsement must be attached to Change Endorsement when issued after the Policy is written.

2600 NONCONNAH BLVD. • MEMPHIS, TENNESSEE 38132
HOME OFFICE: COLUMBUS, OHIO



NOVEMBER 19, 1985

UNIVERSITY OF TENN
301 ANDY HOLT TOWER
KNOXVILLE TN 37996

POLICY 63 SM 117-836-0001

INSURED RAPHAEL & SANDYS CAFE
NAME AND 24 MARKET SQUARE MALL
ADDRESS KNOXVILLE TN 37902

THE CANCELLATION NOTICE RECENTLY SENT TO YOU CONCERNING
THIS POLICY IS HEREBY WITHDRAWN WITH NO LAPSE IN PROTECTION.

NATIONWIDE MUTUAL FIRE INSURANCE COMPANY

CC- 41-8817

2600 NONCONNAH BLVD. • MEMPHIS, TENNESSEE 38132

HOME OFFICE: COLUMBUS, OHIO



NOVEMBER 11, 1985

UNIVERSITY OF TENN
301 ANDY HOLT TOWER
KNOXVILLE TN 37996

*11/20/85
talked to Soile,
Dawn -
she said
there is no
problem.
e.t.*

POLICY 63 SM 117-836-0001

INSURED RAPHAEL & SANDYS CAFE
NAME AND 24 MARKET SQUARE MALL
ADDRESS KNOXVILLE TN 37902

OUR RECORDS INDICATE THAT YOU HAVE AN INTEREST IN
THE ABOVE INSURANCE POLICY.

THE PREMIUM DUE, IN THE AMOUNT OF \$158.60 HAS NOT
BEEN RECEIVED FROM THE POLICYHOLDER. THEREFORE, YOUR
INTEREST IN THIS POLICY IS CANCELED EFFECTIVE
NOVEMBER 24, 1985.

WE WILL NOTIFY YOU PROMPTLY IF CANCELLATION IS
WITHDRAWN.

NATIONWIDE MUTUAL FIRE INSURANCE COMPANY

CC- 41-8817



NOTICE OF CANCELLATION

The Aetna Casualty and Surety Company
The Standard Fire Insurance Company
The Automobile Insurance Company
of Hartford, Connecticut

INSURED

RAPHAEL AND SANDY'S
SANDRA K. BOBINSKI + RAPHAEL TRENTO DBA
24 MARKET SQ. MALL
KNOXVILLE, TN 37902

TRUSTEE, LOSS PAYEE
MORTGAGEE OR LIENHOLDER

UNIVERSITY OF TENNESSEE
715 ANDY HOLT TOWER
C/O JOHN PRESTON
KNOXVILLE, TN 37996

This is to notify you that Policy No. 64SM923017FCV, issued to you by one of the above named Companies is cancelled effective as indicated by the following [X]:

[X] at 12:01 AM standard time on the 13TH day of JULY, 19 85
[] days after receipt of this notice by you.

The following is not applicable unless marked [X]

[] The premium due on this policy is unpaid. If payment in full of the amount of the premium due is received by the Company before the Cancellation becomes effective as herein stated, this notice will be void.

William O. Bailey
President

Countersigned and dated at NASHVILLE, TN this 16TH day of OCTOBER, 19 85

Mike Uhler
Authorized Company Representative

INSURANCE BINDER

No 167895
REGION BINDER NUMBER

NAME AND MAILING ADDRESS OF INSURED
Raphael & SANDY'S Deli & CAFE
24 MARKET SQUARE MALL
KNOXVILLE, TN 37902

INSURANCE BINDER

This binder is a temporary insurance contract subject to the conditions shown on the reverse side of this form.

Effective: 12:01 am 7-30 19 85
 Expires: 12:01 am 10-30 19 85

Expiration date not to exceed 60 days from effective date.

PROPERTY

Location of Property	Insured Perils	Amt. of Insurance B-Building C-Contents	Ded.	Coins. %
1 24 MARKET SQUARE MALL	<input type="checkbox"/> Fire <input type="checkbox"/> E.C. <input type="checkbox"/> V&MM <input type="checkbox"/> Optional Perils <input checked="" type="checkbox"/> Special Form <input type="checkbox"/> Excluding Theft	\$100,000 B \$20,000 C	100	90
2	<input type="checkbox"/> Fire <input type="checkbox"/> E.C. <input type="checkbox"/> V&MM <input type="checkbox"/> Optional Perils <input type="checkbox"/> Special Form <input type="checkbox"/> Excluding Theft	\$		
3	<input type="checkbox"/> Fire <input type="checkbox"/> E.C. <input type="checkbox"/> V&MM <input type="checkbox"/> Optional Perils <input type="checkbox"/> Special Form <input type="checkbox"/> Excluding Theft	\$		

BUSINESS INCOME CONTINUATION

<input type="checkbox"/> Loss of Business Income (No coinsurance or monthly limitation applies) <input type="checkbox"/> Business Interruption—Gross Earnings Coinsurance _____ % <input type="checkbox"/> Combined Business Interruption and Extra Expense: _____ %, _____ %, _____ % <input type="checkbox"/> Extra Expense Recovery: _____ %, _____ %, _____ %	<input type="checkbox"/> Earnings <input type="checkbox"/> 3 Months—33 1/3% <input type="checkbox"/> 4 Months—25% <input type="checkbox"/> 6 Months—16 2/3% <input type="checkbox"/> Rental Value <input type="checkbox"/> 1/6 <input type="checkbox"/> 1/9 <input type="checkbox"/> 1/12 <input type="checkbox"/> Coinsurance _____ % <input type="checkbox"/> Boiler and Machinery	Amt of Insurance <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>1</td><td>\$</td></tr> <tr><td>2</td><td>\$</td></tr> <tr><td>3</td><td>\$</td></tr> </table>	1	\$	2	\$	3	\$
1	\$							
2	\$							
3	\$							

BOILER AND MACHINERY

LOCATION	AMOUNT OF INS.	POLICY TYPE
1		<input type="checkbox"/> Small Business Boiler And Machinery Policy
2		<input type="checkbox"/> Comprehensive Coverage
3		<input type="checkbox"/> Dry Cleaner Endorsement
		<input type="checkbox"/> Boiler And Machinery Object Rated Policy
		<input type="checkbox"/> Businessowners Policy - Boiler And Machinery Option

OTHER PROPERTY (INLAND MARINE)

TYPE	AMOUNT OF INS.	DED.
1	<input type="checkbox"/> Special Form \$ <input type="checkbox"/> Named Peril \$	\$
2	<input type="checkbox"/> Special Form \$ <input type="checkbox"/> Named Peril \$	\$
3	<input type="checkbox"/> Special Form \$ <input type="checkbox"/> Named Peril \$	\$

CRIME

<input type="checkbox"/> Comprehensive Crime: <input type="checkbox"/> Employee Dishonesty (Blanket) \$ _____ <input type="checkbox"/> Employee Dishonesty (Blanket Position) \$ _____ <input type="checkbox"/> Loss Inside the Premises \$ _____ <input type="checkbox"/> Loss Outside the Premises \$ _____ <input type="checkbox"/> Money Orders and Counterfeit Paper \$ _____ <input type="checkbox"/> Depositors Forgery \$ _____	<input type="checkbox"/> Mercantile Open Stock \$ _____ <input type="checkbox"/> Storekeepers' Burglary and Robbery \$ _____ <input type="checkbox"/> Money and Securities Broad Form Inside \$ _____ Outside \$ _____ <input type="checkbox"/> Deductible \$ _____
---	--

ADDITIONAL

SPECIAL CONDITIONS/OTHER COVERAGES MORTGAGEE LOSS PAYEE ADDITIONAL INSURED LOAN NUMBER

UNIVERSITY of Tennessee
301 Andy Holt Tower, office of the Treasurer
Knoxville, TN 37916

WHITE - MORTGAGEE • GREEN - COMMERCIAL UNDERWRITERS • YELLOW - INSURED • PINK - AGENT • GOLDENROD - LIENHOLDER

LIABILITY

<input checked="" type="checkbox"/> COMPREHENSIVE GENERAL LIABILITY		LIMITS OF LIABILITY	
<input checked="" type="checkbox"/> PREMISES/OPERATIONS	COVERAGE	EACH OCCURRENCE	AGGREGATE
<input type="checkbox"/> STOREKEEPERS LIABILITY	BODILY INJURY	\$ 300,000	\$ 300,000
<input type="checkbox"/> OWNERS & CONTRACTORS PROTECTIVE	PROPERTY DAMAGE	\$ 300,000	\$ 300,000
<input type="checkbox"/> CONTRACTUAL <input type="checkbox"/> BLANKET <input type="checkbox"/> DESIGNATED			
<input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS	COMBINED SINGLE UNIT	\$,000	\$,000
OPTIONS		EACH PERSON	EACH ACCIDENT
<input type="checkbox"/> BROAD FORM PROPERTY DAMAGE	PREMISES MEDICAL	\$	\$,000
<input type="checkbox"/> INCLUDE <input type="checkbox"/> EXCLUDE COMPLETED OPS.			
<input type="checkbox"/> BROAD FORM CGL ENDORSEMENT	PERSONAL INJURY A <input type="checkbox"/> B <input type="checkbox"/> C		AGGREGATE
<input type="checkbox"/> INCLUDE <input type="checkbox"/> X <input type="checkbox"/> XC <input type="checkbox"/> U	PARTICIPATION %		\$,000
<input type="checkbox"/> FIRE LEGAL LIABILITY (limit) \$ _____	<input type="checkbox"/> DELETE EXCLUSION C		
<input type="checkbox"/> ELEVATOR COLLISION	EACH POLLUTION INCIDENT		AGGREGATE
<input type="checkbox"/> POLLUTION LIABILITY			
DEDUCTIBLE \$ _____	\$	\$	

BUSINESS AUTO

COVERAGES	COVERED AUTO SYMBOLS	LIMITS OF LIABILITY	
LIABILITY INSURANCE	1 2 3 4 7 8 9 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$ _____,000 PER ACCIDENT	
PERSONAL INJURY PROTECTION	5 7 <input type="checkbox"/> <input type="checkbox"/>	OR EQUIVALENT NO-FAULT COVERAGE	DED. \$
ADDITIONAL P.I.P.	5 7 <input type="checkbox"/> <input type="checkbox"/>	OR EQUIVALENT ADDED NO-FAULT COVERAGE	DED. \$
AUTO MEDICAL PAYMENTS	2 3 4 7 8 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	\$ _____ PER PERSON	
UNINSURED MOTORISTS	2 3 4 6 7 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
PHYSICAL DAMAGE	2 3 4 7 8 0 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> SEE SCHEDULE	DED. \$
	2 3 4 7 8 0 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> F <input type="checkbox"/> F&T <input type="checkbox"/> F,T,W <input type="checkbox"/> LIMITED SPECIFIED PERILS	DED. \$
	2 3 4 7 8 0 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> SEE SCHEDULE	DED. \$
	3 7 <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> SEE SCHEDULE	
HIRED/BORROWED AUTOMOBILE LIABILITY	STATES _____	<input type="checkbox"/> IF ANY	
EMPLOYER'S NON-OWNERSHIP LIABILITY	STATES _____	<input type="checkbox"/> IF ANY	
OTHER			

Covered Auto Symbols: (1) Any Auto (2) All Owned Autos (3) Owned Private Passenger Autos (4) Owned Autos Other Than Private Passenger (5) All Owned Autos Which Require No-Fault Coverage (6) Owned Autos Subject To Compulsory U.M. Law (7) Autos Specified On Schedule (8) Hired Autos (9) Non-Owned Autos (29) Non-Dealers Liability (30) Garagekeepers F - Fire T - Theft W - Windstorm

OTHER LIABILITY (WORKERS COMPENSATION UMBRELLA)

<input type="checkbox"/> WORKERS COMPENSATION—Statutory Limits	<input type="checkbox"/> EMPLOYERS' LIABILITY—Limit \$ _____
<input type="checkbox"/> UMBRELLA	—Limit \$ _____
<input type="checkbox"/> OTHER	<input type="checkbox"/> LIENHOLDER <input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> ADD'L INSURED <input type="checkbox"/> LOAN NUMBER

Sandra K Bahinski
Signature of Applicant Title

July L. Bauman 7-30-85
Signature of Authorized Representative Date



NATIONWIDE MUTUAL INSURANCE COMPANY • NATIONWIDE MUTUAL FIRE INSURANCE COMPANY • NATIONWIDE GENERAL INSURANCE COMPANY
NATIONWIDE PROPERTY AND CASUALTY INSURANCE COMPANY • HOME OFFICE: ONE NATIONWIDE PLAZA, COLUMBUS, OHIO



The University of Tennessee

PRIMARY CAMPUSES:
Knoxville
Memphis
Martin
Chattanooga

Office of the Treasurer

301 Andy Holt Tower
Knoxville, TN 37996-0100
Telephone 615/974-2302

August 23, 1985

mailed 9/15/85

Ms. Emma P. Whitt, CPIW
John J. Kotsianas & Co., Inc.
808 Burwell Building
602 South Gay Street
Knoxville, Tennessee 37902

Dear Ms. Whitt:

In accordance with your request of August 21, 1985, we are enclosing The Aetna Casualty and Surety Company policy 64SM92301FCAV insuring Raphael & Sandy's at 24 Market Square Mall.

Very truly yours,

Carolyn R. Trusler
Trust Officer

CRT:sf
Enclosure

N J. KOTSIANAS & CO., INC.

Insurance

808 Burwell Building
602 S. Gay Street
Knoxville, Tennessee 37902
Telephone (615) 522-9638
August 21, 1985

Mr. Preston
University of Tenn
715 Andy Holt Tower
Knoxville, Tn. 37996

Re: 64SM923017PCAV-Raphael & Sandy's

Dear Mr. Preston:

Will you please return the above policy to us for cancellation? Insured has advised (as of today) that they have looked over this policy and it is not acceptable. Will you please return our policy to us so that we can proceed with cancellation. Thanks.

Sincerely,

Emma P. Whitt

Emma P. Whitt, CPIW

EPW

*Sally ^{8/19/85} Baumann
Nationale Ins.
called -*

*They are replacing
the Aetna
policy as
of 7/30/85*

e.t.

966-3433

Aetna
LIFE & CASUALTY

**John J. Kotsianas
& Co., Inc.**

808 BURWELL BUILDING, 602 S. GAY ST.
KNOXVILLE, TENNESSEE 37902
BUS: 522-9638 RES: 577-8555



**SPECIAL MULTI-PERIL POLICY
RENEWAL CERTIFICATE**

The Aetna Casualty and Surety Company
 The Standard Fire Insurance Company
 Hartford, Connecticut 06156, A Stock Insurance Company

(Attach This Renewal Certificate
to your Special Multi-Peril Policy)

1. NAMED INSURED AND ADDRESS: Raphael And Sandy's Sandra K. Bobinski & Raphael Trento DBA 24 Market Sq. Mall Knoxville, Knox, Tn, 37902 <small>(No., Street, Town, County, State & Zip Code)</small>		POLICY NUMBER 64 SM 923017 FCA V	
3. NAMED INSURED IS: <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other:		2. RENEWAL PERIOD FROM: 7-13-85 TO: 7-13-86 Beginning and ending at: <input type="checkbox"/> 12 noon/ <input checked="" type="checkbox"/> 12:01 A.M., Standard Time at Location of Designated Premises. AUDIT PERIOD: (1 Year unless otherwise stated.)	
4. DESIGNATED PREMISES <input type="checkbox"/> Multiple buildings or premises as designated on Supplemental Declarations attached. Occupancy of 408-412 Market St., Knoxville, Tn 37902 Del.			
5. Insurance is provided with respect to the designated premises and with respect to those coverages and kinds of property for which a specific limit of liability is shown, subject to all terms of this policy including forms and endorsements made a part hereof.			
SECTION I — PROPERTY COVERAGE		Coinsurance Percentage Applicable	LIMIT OF LIABILITY
Building(s)		80%	\$ 81,000
Personal Property of the Insured		80%	\$ 16,000
Personal Property of Others			=
Additional Coverages		<div style="border: 1px solid black; padding: 5px; display: inline-block;"> This Policy Is Billed Through </div>	
Deductible: \$		each occurrence \$ aggregate each occurrence	
If no deductible stated above, the deductible shall be \$100 each occurrence, \$1000 aggregate.			
SECTION II — LIABILITY COVERAGE		LIMIT OF LIABILITY	
<input checked="" type="checkbox"/> Bodily injury and Property Damage Liability Combined Single Limit		\$ See GL9917 each occurrence	\$ See GL9917 aggregate
<input type="checkbox"/> Bodily Injury Liability		\$ each occurrence	\$ aggregate
Property Damage Liability		\$ each occurrence	\$ aggregate
Premises Medical Payments		\$ Incl each person	\$ Incl each accident
Additional Coverages Broad Form CGL			
6. Forms and endorsements applying to this policy or certificate at the time of renewal in addition to Special Multi-Peril Policy Conditions and Definitions Form MP0090(7-77) (Numbers and Editions Dates) MP0127(12-79)		(a) Section I MP0013(10-83) MP0458(7-77) 56679(12-83) MP0014(10-83) B-2007-A(6-73) MP0460(7-77) 55462(7-73) (b) Section II GL0018(10-84) CC-5295(8-74) GL9918(3-83) GL0032(4-84) MP9991(7-77) GL9919(3-83) GL9917(3-81) GL0019(7-78) GL0031(4-84) GL0404(5-81)	
7. Mortgagee (Name and Address) University Of Tennessee, 715 Andy Holt Tower, C/O John Preston Knoxville, Tn 37996			

TOTAL RENEWAL CERTIFICATE ADVANCE PREMIUM \$ 2407

COUNTERSIGNATURE DATE 7-26-85	AGENCY AT: Knoxville, Tn.	AGENT'S SIGNATURE
----------------------------------	------------------------------	-----------------------

In consideration of payment of the premium shown above, the above numbered policy is renewed for a period of ONE YEAR for not exceeding the limits of liability shown in Item 5 above. This certificate is subject to all terms, conditions, forms and endorsements attached to the policy or to this certificate.

JOHN J. KOTSIANAS & CO., INC.
 808 BURWELL BLDG.
 602 S. GAY ST.
 KNOXVILLE, TENN. 37902



GLASS COVERAGE ENDORSEMENT

MP 04 60
(Ed. 07 77)

In consideration of the payment of premium and subject to all the terms of this endorsement:

1. PROPERTY COVERED

This endorsement covers damage to the glass described in the schedule and to the lettering and ornamentation separately described therein, by breakage of the glass or by chemicals accidentally or maliciously applied.

The Company will pay for:

- a. repairing or replacing frames immediately encasing and contiguous to such glass when necessary because of such damage;
- b. installing temporary plates in or boarding up openings containing such glass when necessary because of unavoidable delay in repairing or replacing such damaged glass;
- c. removing or replacing any obstructions, other than window displays, when necessary in replacing such damaged glass, lettering or ornamentation.

2. SCHEDULE

Loc. No.	Bldg. No.	Number of Plates	Length in Inches	Width in Inches	Description of Glass, Lettering and Ornamentation; Position in Building. The glass is plain flat glass with all edges set in frames, unless otherwise stated herein.	Specific Limit, if any	Premium
1	1	1	35	72	Plain Plate		Incl
		2	28	72	Plain Plate		Incl
		1	30	72	Plain Plate		Incl
		1	53	72	Plain Plate		Incl
		1	40	72	Plain Plate		Incl
		2	6	72	Plain Plate		Incl
		1	17	82	Door		Incl
		2	25	67	Door		Incl
		1	3	106	Glass Over Doors		Incl

Total Premium \$

3. EXCLUSION

Insurance provided by this Endorsement does not apply to loss caused by or due to fire.

4. CONDITIONS

Limits of Liability and Settlement Options: The limit of the Company's liability for damage shall not exceed the actual cash value of the property at time of loss, nor what it would then cost to repair or replace the damaged property with other of the nearest obtainable kind and quality, nor the applicable limit of insurance stated in the schedule; provided, however, the limit of the Company's liability under each of paragraphs (1a), (1b) and (1c) above, is \$75 with respect to loss due to any one occurrence at any one location separately occupied or designed for separate occupancy.

The Company may pay for the loss in money or may repair or replace the property. Any property so paid for or replaced shall become the property of the Company.

5. OTHER PROVISIONS APPLICABLE TO THIS ENDORSEMENT

The following conditions contained in the SMP Policy Conditions and Definitions Form are also applicable to this endorsement: Cancellation; Duties of the Named Insured After a Loss; Inspection and Audit; Liberalization Clause; Nuclear Exclusion; Other Insurance; Policy Period, Territory; Protective Safeguards; Subrogation; Suit; Time of Inception; War Risk and Governmental Action Exclusion.

This Endorsement must be attached to Change Endorsement when issued after the Policy is written.

EXCESS OF LOSS OVER DEDUCTIBLE AMOUNT

B805

It is agreed that the policy applies, subject to the following provisions: The company shall not be liable under MPO458(7-77)

(Designation of appropriate coverage)

on account of any loss, except to the extent such loss is in excess of \$ 100 , with the insurance then applying to such excess only, subject otherwise to the applicable limit of the company's liability.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement

Policy No.

Endorsement No.

Named Insured

Additional Premium \$

Return Premium \$

Countersigned by _____
(Authorized Representative)



MERCANTILE ROBBERY AND SAFE BURGLARY ENDORSEMENT

MP 04 58

(Ed. 07-77)

The provisions of this endorsement shall apply only to property covered hereunder and none of the provisions of this policy, except as stated in Condition 13 of this endorsement, shall apply to the insurance hereunder. In consideration of the payment of premium, in reliance upon the statements in the Declarations made a part hereof and subject to all the terms of this endorsement, the Company agrees with the named insured as follows:

DECLARATIONS

Item 1. Location of Premises:

408-412 Market St.

Knoxville, Tn 31902

Business of the insured conducted in the premises:

Restaurant

No other business is conducted in the premises, unless otherwise stated herein:

Item 2. The insurance afforded is only with respect to such of the following coverages as are indicated by a specific limit of liability applicable thereto, subject to all the terms of this policy and this endorsement having reference thereto.

Coverages	Limit of Liability	Premium
A. Robbery Inside the Premises	\$ 1,000	\$ Incl
B. Robbery Outside the Premises	\$ 1,000	\$ Incl
C. Safe Burglary	\$	\$
Endorsement(s)		

Total Premium \$ Incl

Item 3. Custodian and No other person(s) shall be on duty at all times when the premises are open for business.

Item 4. Not more than one messenger shall have custody of the insured property outside the premises at any one time, unless otherwise stated herein: _____

Item 5. Each messenger while outside the premises shall be accompanied by at least No guard(s).

Item 6. The insured property while outside the premises in the custody of a messenger shall be conveyed in _____ (State Character of Vehicle) _____ employed for the exclusive use of the messenger and his guard, if any, throughout the entire trip.

Item 7. Description of Safe.

(a) Maker's Name	(b) Number, Style or Letter	(c) Manual Classification	(d) Type of door and thickness of steel in each door exclusive of bolt work (in inches)	(e) Each door is equipped with a combination lock, unless otherwise stated below
			Round	Outer
			Screw	Inner
			Square	Chest
			Outer	
			Inner	
			Chest	
(f) Safe is within vault described below (state "yes" or "no")				

Description of Vault.

(a) Name of Maker of vault door	(b) Manual Classification	(d) Thickness of steel in each door exclusive of bolt work (in inches)	(e) Each door is equipped with a combination lock, unless otherwise stated below	(f) All walls of the vault are lined with steel (state "yes" or "no") (state thickness)	(g) Vault is built of Brick, Stone, Tile, reinforced or non-reinforced Concrete (state material and thickness)
		Outer	Outer		
		Inner	Inner	Inches	Inches
(c) Vault doors are constructed of burglar resistive steel (state "yes" or "no")					

Item 8. (a) During the last five years the insured has not sustained or received indemnity for any loss of the kind covered hereby, (b) during the last five years no insurer has cancelled insurance issued to the insured against loss covered hereby, and (c) no other insurance issued to the insured is in force which covers loss covered hereby, unless otherwise stated herein: _____

INSURING AGREEMENTS

Coverage A — Robbery Inside the Premises: To pay for loss of money, securities and other property by robbery or attempt thereof within the premises. To pay for damage not otherwise covered under this policy to the premises by such robbery or attempt thereof, provided the insured is the owner thereof or is liable for such damage.

Coverage B — Robbery Outside the Premises: To pay for loss of money, securities and other property by robbery or attempt thereof outside the premises while being conveyed by a messenger.

Coverage C — Safe Burglary: To pay for loss of money, securities and other property from within the vault or safe by safe burglary or attempt thereof. To pay for damage not otherwise covered under this policy to property, other than money and securities, and to the premises by such safe burglary or attempt thereof, provided with respect to damage to the premises the insured is the owner thereof or is liable for such damage.

EXCLUSIONS

This insurance does not apply:

- (a) to loss due to any fraudulent, dishonest or criminal act by any insured or a partner therein, whether acting alone or in collusion with others;
- (b) to loss of manuscripts, books of account or records;
- (c) to loss, other than to a safe or vault, by fire, whether or not such fire is caused by, contributed to, by, or arises out of the occurrence of a hazard insured against.

CONDITIONS

1. Policy Period, Territory

This endorsement applies only to loss which occurs during the policy period within any of the states of the United States of America, the District of Columbia, Virgin Islands, Puerto Rico, Canal Zone or Canada.

2. Definitions

"Money" means currency, coins, bank notes and bullion; and travelers checks, register checks and money orders held for sale to the public.

"Securities" means all negotiable and non-negotiable instruments or contracts representing either money or other property and includes revenue and other stamps in current use, tokens and tickets, but does not include money.

"Premises" means the interior of that portion of any building at a location designated in the declarations which is occupied by the insured in conducting the business as stated therein.

"Messenger" means the insured, a partner therein or an officer thereof, or any employee thereof who is in the regular service of and duly authorized by the insured to have the care and custody of the insured property outside the premises.

"Custodian" means the insured, a partner therein or an officer thereof, or any employee thereof who is in the regular service of and duly authorized by the insured to have the care and custody of the insured property within the premises, excluding any person while acting as a watchman, porter or janitor.

"Guard" means any male person not less than seventeen nor more than sixty-five years of age who accompanies a messenger by direction of the insured, but who is not a driver of a public conveyance.

"Robbery" means the taking of insured property (1) by violence inflicted upon a messenger or a custodian; (2) by putting him in fear of violence; (3) by any other overt felonious act committed in his presence and of which he was actually cognizant, provided such other act is not committed by an officer, partner or employee of the insured; (4) from the person or direct care and custody of a messenger or custodian who has been killed or rendered unconscious; or (5) under Coverage A, (a) from within the premises by means of compelling a messenger or custodian by violence or threat of violence while outside the premises to admit a person into the premises or to furnish him with means of ingress into the premises, or (b) from a showcase or show window within the premises while regularly open for business, by a person who has broken the glass thereof from outside the premises.

"Safe Burglary" means (1) the felonious abstraction of insured property from within a vault or safe described in the declarations and located within the premises by a person making felonious entry into such vault or such safe and any vault containing the safe, when all doors thereof are duly closed and locked by all combination locks thereon, provided such entry shall be made by actual force and violence, of which force and violence there are visible marks made by tools, explosives, electricity or chemicals upon the exterior of (a) all of said doors of such vault or such safe and any vault containing the safe, if entry is made through such doors, or (b) the top, bottom or walls of such vault or such safe and any vault containing the safe through which entry is made, if not made through such doors, or (2) the felonious abstraction of such safe from within the premises.

"Loss" includes damage.

3. Ownership of Property; Interests Covered

The insured property may be owned by the insured, or held by the insured in any capacity whether or not the insured is liable for the loss thereof, or may be property as respects which the insured is legally liable; provided, this insurance applies only to the interest of the insured in such property, including the insured's liability to others, and does not apply to the interest of any other person or organization in any of said property unless included in the insured's proof of loss.

4. Joint Insured

If more than one insured is named in the declarations, the insured first named shall act for every insured for all purposes of this endorsement. Knowledge possessed or discovery made by any insured shall constitute knowledge possessed or discovery made by every insured.

5. Books and Records

The insured shall keep records of all the insured property in such manner that the Company can accurately determine therefrom the amount of loss.

3. Limits of Liability; Settlement Options

The limit of the Company's liability for loss shall not exceed the applicable limit of liability stated in the declarations, nor what it would cost at the time of loss to repair or replace the property with other of like kind and quality, nor as respects securities the actual cash value thereof at the close of business on the business day next preceding the day on which the loss was discovered, nor as respects other property the actual cash value thereof at the time of loss; provided, however, the actual cash value of such other property held by the insured as a pledge, or as collateral for an advance or a loan, shall be deemed not to exceed the value of the property as determined and recorded by the insured when making the advance or loan, nor, in the absence of such record, the unpaid portion of the advance or loan plus accrued interest thereon at legal rates.

The applicable limit of liability stated in the declarations is the total limit of the Company's liability with respect to all loss of property of one or more persons or organizations arising out of any one occurrence. All loss incidental to an actual or attempted fraudulent, dishonest or criminal act or series of related acts at the premises, whether committed by one or more persons, shall be deemed to arise out of one occurrence.

The Company may pay for the loss in money or may repair or replace the property and may settle any claim for loss of property either with the insured or the owner thereof. Any property so paid for or replaced shall become the property of the Company. Any property recovered after settlement of a loss shall be applied first to the expense of the parties in making such recovery, with any balance applied as if the recovery had been made prior to said settlement, and loss readjusted accordingly. The insured or the Company, upon recovery of any such property, shall give notice thereof as soon as practicable to the other.

Subject to the other provisions of this condition, any payment made by the Company because of loss under Coverage C shall reduce the applicable limit of liability, provided the amount of such reduction shall be reinstated upon approval of the vault or safe by the Company.

7. Insured's Duties When Loss Occurs

Upon knowledge or discovery of loss or of an occurrence which may give rise to a claim for loss, the insured shall: (a) give notice thereof as soon as practicable to the Company or any of its authorized agents and also to the police if the loss is due to a violation of law; (b) file detailed proof of loss, duly sworn to, with the Company within four months after the discovery of loss.

Upon the Company's request, the insured and every claimant hereunder shall submit to examination by the Company, subscribe the same, under oath if required, and produce for the Company's examination all pertinent records, all at such reasonable times and places as the Company shall designate, and shall cooperate with the Company in all matters pertaining to loss or claims with respect thereto.

3. Other Insurance

If there is any other valid and collectible insurance which would apply in the absence of this endorsement, the insurance under this endorsement shall apply only as excess insurance over such other insurance; provided, the insurance shall not apply (a) to property which is separately described and enumerated and specifically insured in whole or in part by any other insurance; or (b) to property otherwise insured unless such property is owned by the insured.

7. Action Against Company

No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this endorsement, nor until ninety days after the required proofs of loss have been filed with the Company.

10. Changes

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this endorsement or estop the Company from asserting any right under the terms of this endorsement; nor shall the terms of this endorsement be waived or changed, except by endorsement issued to form a part of this endorsement, signed by a duly authorized representative of the Company.

11. Assignment

Assignment of interest under this endorsement shall not be valid except with the written consent of the Company; if, however, the insured shall die, this endorsement shall cover the insured's legal representative as insured; provided that notice of cancellation addressed to the insured named in the declarations and mailed to the address shown in this endorsement shall be sufficient notice to effect cancellation of this endorsement.

12. Declarations

By acceptance of this endorsement the insured agrees that the statements in the declarations are the agreements and representations of the insured, that this endorsement is issued in reliance upon the truth of such representations and that this endorsement embodies all agreements existing between the insured and the Company or any of its agents relating to this insurance.

13. Other Provisions Applicable To This Endorsement

The following declarations of the policy applicable to Section I are also applicable to this endorsement:
Named Insured and Mailing Address; and Policy Period.

The following provisions of the policy applicable to Section I are also applicable to this endorsement:
Nuclear Exclusion; and No Benefit to Bailee.

The following provisions of the policy applicable to Sections I or II are also applicable to this endorsement:
War Risk and Governmental Action Exclusion; Cancellation; Subrogation; and Time of Inception.

This Endorsement must be attached to Change Endorsement when issued after the Policy is written.



**GENERAL SCHEDULE—SECTION II
SMP LIABILITY INSURANCE**

MP 99 91
(Ed. 07 77)

Description of Hazards and Locations

The rating classifications herein, except as specifically provided elsewhere, do not modify any of the provisions of the policy.	Code No.	Premium Bases †	Rates		Advance Premiums	
			*B.I.	P.D.	*B.I.	P.D.
(a) Premises—Operations		(a) Area (Sq. Ft.)	(a) Per 100 Sq. Ft. of Area		*For SMP Liability Insurance Form Single Limit, Use B.I. Column. Include Premium for Premises Medical Payment Insurance in B.I. Column.	
(b) Escalators		(b) Frontage	(b) Per Linear Foot			
(c) Independent Contractors—Let or Sublet Work		(c) Remuneration	(c) Per \$100 of Remuneration			
(d) Completed Operations		(d) Number Insured	(d) Per Landing			
(e) Products		(e) Cost	(e) Per \$100 of Cost			
		(f) Receipts	(f) Per \$1,000 of Receipts			
		(g) Sales	(g) Per \$1,000 of Sales			
Loc. 1 Bldg 1						
A) Restaurants	58251	A) 2,850	A) 39.851	A) Incl	1136	Incl
A) Warehouses	59993	A) 2850	A) 1.461	A) incl	42	Incl
E) Restaurants	58258	F) 100,000	F) .937	F) incl	122	Incl
Broadform CGL	96015	Flt Chg	-	-	130	Incl

†Describe premium basis, if other than stated.



This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.
(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective
Named Insured

Policy No.

Endorsement No.

Countersigned by _____
(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

- COMPREHENSIVE GENERAL LIABILITY INSURANCE
- COMPLETED OPERATIONS AND PRODUCTS LIABILITY INSURANCE
- CONTRACTUAL LIABILITY INSURANCE
- MANUFACTURERS AND CONTRACTORS LIABILITY INSURANCE
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE
- OWNERS, LANDLORDS AND TENANTS LIABILITY INSURANCE

AMENDMENT—LIMITS OF LIABILITY

(Single Limit)

(Individual Coverage Aggregate Limit)

SCHEDULE

Coverage	Limits of Liability
Bodily Injury Liability and Property Damage Liability	\$300,000 each occurrence \$300,000 aggregate

It is agreed that the provisions of the policy captioned "LIMITS OF LIABILITY" relating to Bodily Injury Liability and Property Damage Liability are amended to read as follows:

LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company's liability is limited as follows:

Bodily Injury Liability and Property Damage Liability:

- (a) The limit of liability stated in the Schedule of this endorsement as applicable to "each occurrence" is the total limit of the company's liability for all damages including damages for care and loss of services because of bodily injury and property damage sustained by one or more persons or organizations as a result of any one occurrence, provided that with respect to any occurrence for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility under the provisions of the Motor Vehicle Financial Responsibility Law of any state or province such limit of liability shall be applied to provide the separate limits required by such law for Bodily Injury Liability and Property Damage Liability to the extent of the coverage required by such law, but the separate application of such limit shall not increase the total limit of the company's liability.
- (b) Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all bodily injury and property damage which occurs during each annual period while this policy is in force commencing from its effective date and which is described in any of the numbered subparagraphs below shall not exceed the limit of liability stated in the Schedule of this endorsement as "aggregate":
 - (1) all property damage arising out of premises or operations rated on a remuneration basis or Contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage

included in subparagraph (2) below;

- (2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) if Products—Completed Operations insurance is afforded, all bodily injury and property damage included within the completed operations hazard and all bodily injury and property damage included within the products hazard;
- (4) if Contractual Liability Insurance is afforded, all property damage for which liability is assumed under any contract to which the Contractual Liability Insurance applies.

Such aggregate limit shall apply separately:

- (i) to the property damage described in subparagraphs (1) and (2) and separately with respect to each project away from premises owned by or rented to the named insured;
 - (ii) to the sum of the damages for all bodily injury and property damages described in subparagraph (3); and
 - (iii) to the property damage described in subparagraph (4) and separately with respect to each project away from premises owned by or rented to the named insured.
- (c) For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general condition shall be considered as arising out of one occurrence.



This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.
(The following information is required only when this endorsement is issued subsequent to preparation of policy.)

Endorsement effective

Policy No.

Endorsement No.

Named Insured

Countersigned by

(Authorized Representative)

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

BROAD FORM COMPREHENSIVE GENERAL LIABILITY ENDORSEMENT

Schedule

Personal Injury and Advertising Injury Liability

Aggregate Limit shall be the per occurrence bodily injury liability limit unless otherwise indicated herein:

Limit of Liability \$ _____ Aggregate.

Limit of Liability—Premises Medical Payments Coverage: \$1,000 each person unless otherwise indicated herein:
\$ _____ each person.

Limit of Liability—Fire Legal Liability Coverage: \$50,000 per occurrence unless otherwise indicated herein:
\$ _____ per occurrence.

Premium Basis

10 % of the Total Comprehensive General Liability
Bodily Injury and Property Damage Premium as
Otherwise Determined.

Advance Premium

\$ Incl

MINIMUM PREMIUM \$ Incl

I. CONTRACTUAL LIABILITY COVERAGE

(A) The definition of incidental contract is extended to include any oral or written contract or agreement relating to the conduct of the named insured's business.

(B) The insurance afforded with respect to liability assumed under an incidental contract is subject to the following additional exclusions:

(1) to bodily injury or property damage for which the insured has assumed liability under any incidental contract, if such injury or damage occurred prior to the execution of the incidental contract;

(2) if the insured is an architect, engineer or surveyor, to bodily injury or property damage arising out of the rendering of or the failure to render professional services by such insured, including

- (a) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, and
- (b) supervisory, inspection or engineering services;

(3) if the indemnitee of the insured is an architect, engineer or surveyor, to the liability of the indemnitee, his agents or employees, arising out of

- (a) the preparation or approval of or the failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or

(b) the giving of or the failure to give directions or instructions by the indemnitee, his agents or employees, provided such giving or failure to give is the primary cause of the bodily injury or property damage;

(4) to any obligation for which the insured may be held liable in an action on a contract by a third party beneficiary for bodily injury or property damage arising out of a project for a public authority; but this exclusion does not apply to an action by the public authority or any other person or organization engaged in the project;

(5) to bodily injury or property damage arising out of construction or demolition operations, within 50 feet of any railroad property, and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing; but this exclusion does not apply to sidetrack agreements.

(C) The following exclusions applicable to Coverages A (Bodily Injury) and B (Property Damage) do not apply to this Contractual Liability Coverage: (b), (c) (2), (d) and (e).

(D) The following additional condition applies:

Arbitration

The company shall be entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceeding.

II. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY COVERAGE

(A) The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of personal injury or advertising injury to which this insurance applies, sustained by any person or organization and arising out of the conduct of the named insured's business, within the policy territory, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such injury, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

(B) This insurance does not apply:

- (1) to liability assumed by the insured under any contract or agreement;
- (2) to personal injury or advertising injury arising out of the wilful violation of a penal statute or ordinance committed by or with the knowledge or consent of the insured;
- (3) to personal injury or advertising injury arising out of a publication or utterance of a libel or slander, or a publication or utterance in violation of an individual's right of privacy, if the first injurious publication or utterance of the same or similar material by or on behalf of the named insured was made prior to the effective date of this insurance;
- (4) to personal injury or advertising injury arising out of libel or slander or the publication or utterance of defamatory or disparaging material concerning any person or organization or goods, products or services, or in violation of an individual's right of privacy, made by or at the direction of the insured with knowledge of the falsity thereof;
- (5) to personal injury or advertising injury arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in the declarations of the policy as a named insured;
- (6) to advertising injury arising out of
 - (a) failure of performance of contract, but this exclusion does not apply to the unauthorized appropriation of ideas based upon alleged breach of implied contract, or
 - (b) infringement of trademark, service mark or trade name, other than titles or slogans, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised, or
 - (c) incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised;
- (7) with respect to advertising injury
 - (a) to any insured in the business of advertising, broadcasting, publishing or telecasting, or
 - (b) to any injury arising out of any act committed by the insured with actual malice.

(C) Limits of Liability

Regardless of the number of (1) insureds hereunder, (2) persons or organizations who sustain injury or damage, or (3) claims made or suits brought on account of personal injury or advertising injury, the total limit of the company's liability under this coverage for all damages shall not exceed the limit of liability stated in this endorsement as "aggregate".

(D) Additional Definitions

"Advertising Injury" means injury arising out of an offense committed during the policy period occurring in the course of the named insured's advertising activities, if such injury arises out of libel, slander, defamation, violation of right of privacy, piracy, unfair competition, or infringement of copyright, title or slogan.

"Personal Injury" means injury arising out of one or more of the following offenses committed during the policy period:

- (1) false arrest, detention, imprisonment, or malicious prosecution;

- (2) wrongful entry or eviction or other invasion of the right of private occupancy;

- (3) a publication or utterance

- (a) of a libel or slander or other defamatory or disparaging material, or

- (b) in violation of an individual's right of privacy; except publications or utterances in the course of or related to advertising, broadcasting, publishing or telecasting activities conducted by or on behalf of the named insured shall not be deemed personal injury.

III. PREMISES MEDICAL PAYMENTS COVERAGE

The company will pay to or for each person who sustains bodily injury caused by accident all reasonable medical expense incurred within one year from the date of the accident on account of such bodily injury, provided such bodily injury arises out of (a) a condition in the insured premises, or (b) operations with respect to which the named insured is afforded coverage for bodily injury liability under the policy.

This insurance does not apply:

(A) to bodily injury

- (1) arising out of the ownership, maintenance, operation, use, loading or unloading of

- (a) any automobile or aircraft owned or operated by or rented or loaned to any insured, or

- (b) any other automobile or aircraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to the parking of an automobile on the insured premises, if such automobile is not owned by or rented or loaned to any insured;

- (2) arising out of

- (a) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity, or

- (b) the operation or use of any snowmobile or trailer designed for use therewith;

- (i) owned or operated by or rented or loaned to any insured, or

- (ii) operated by any person in the course of his employment by any insured;

- (3) arising out of the ownership, maintenance, operation, use, loading or unloading of

- (a) any watercraft owned or operated by or rented or loaned to any insured, or

- (b) any other watercraft operated by any person in the course of his employment by any insured;

but this exclusion does not apply to watercraft while ashore on the insured premises;

- (4) arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to the named insured;

(B) to bodily injury

- (1) included within the completed operations hazard or the products hazard;

- (2) arising out of operations performed for the named insured by independent contractors other than

- (a) maintenance and repair of the insured premises, or

- (b) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;

- (3) resulting from the selling, serving or giving of any alcoholic beverage

- (a) in violation of any statute, ordinance or regulation,

- (b) to a minor,

- (c) to a person under the influence of alcohol, or

(d) which causes or contributes to the intoxication of any person,

if the **named insured** is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or if not so engaged, is an owner or lessor of premises used for such purposes, but only part (a) of this exclusion (B) (3) applies when the **named insured** is such an owner or lessor;

(4) due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;

(C) to **bodily injury**

(1) to the **named insured**, any partner thereof, any tenant or other person regularly residing on the **insured premises** or any employee of any of the foregoing if the **bodily injury** arises out of and in the course of his employment therewith;

(2) to any other tenant if the **bodily injury** occurs on that part of the **insured premises** rented from the **named insured** or to any employee of such a tenant if the **bodily injury** occurs on the tenant's part of the **insured premises** and arises out of and in the course of his employment for the tenant;

(3) to any person while engaged in maintenance and repair of the **insured premises** or alteration, demolition or new construction at such premises;

(4) to any person if any benefits for such **bodily injury** are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(5) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest whether on a formal or informal basis;

(6) if the **named insured** is a club, to any member of the **named insured**;

(7) if the **named insured** is a hotel, motel, or tourist court, to any guest of the **named insured**;

(D) to any **medical expense** for services by the **named insured**, any employee thereof or any person or organization under contract to the **named insured** to provide such services.

LIMITS OF LIABILITY

The limit of liability for Premises Medical Payments Coverage is \$1,000 each person unless otherwise stated in the schedule of this endorsement. The limit of liability applicable to "each person" is the limit of the company's liability for all **medical expense** for **bodily injury** to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the company under Premises Medical Payments Coverage for all **medical expense** for **bodily injury** to two or more persons as the result of any one accident shall not exceed the limit of **bodily injury** liability stated in the policy as applicable to "each occurrence".

When more than one **medical payments** coverage afforded by the policy applies to the loss, the company shall not be liable for more than the amount of the highest applicable limit of liability.

ADDITIONAL DEFINITIONS

When used herein:

"**insured premises**" means all premises owned by or rented to the **named insured** with respect to which the **named insured** is afforded coverage for **bodily injury** liability under this policy, and includes the ways immediately adjoining on land;

"**medical expense**" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.

ADDITIONAL CONDITION

Medical Reports; Proof and Payment of Claim

As soon as practicable the injured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured

person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the company.

IV. HOST LIQUOR LAW LIABILITY COVERAGE

Exclusion (h) does not apply with respect to liability of the insured or his indemnitee arising out of the giving or serving of alcoholic beverages at functions incidental to the **named insured's** business, provided the **named insured** is not engaged in the business of manufacturing, distributing, selling or serving of alcoholic beverages.

V. FIRE LEGAL LIABILITY COVERAGE—REAL PROPERTY

With respect to **property damage** to structures or portions thereof rented to or leased to the **named insured**, including fixtures permanently attached thereto, if such **property damage** arises out of fire

(A) All of the exclusions of the policy, other than the Nuclear Energy Liability Exclusion (Broad Form), are deleted and replaced by the following:

This insurance does not apply to liability assumed by the insured under any contract or agreement.

(B) The limit of **property damage** liability as respects this Fire Legal Liability Coverage—Real Property is \$50,000 each occurrence unless otherwise stated in the schedule of this endorsement.

(C) The Fire Legal Liability Coverage—Real Property shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof), available to the insured, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

VI. BROAD FORM PROPERTY DAMAGE LIABILITY COVERAGE (Including Completed Operations)

The insurance for **property damage** liability applies, subject to the following additional provisions:

(A) Exclusions (k) and (o) are replaced by the following:

(1) to property owned or occupied by or rented to the **insured**, or, except with respect to the use of elevators, to property held by the **insured** for sale or entrusted to the **insured** for storage or safekeeping;

(2) except with respect to liability under a written sidetrack agreement or the use of elevators

(a) to property while on premises owned by or rented to the **insured** for the purpose of having operations performed on such property by or on behalf of the **insured**,

(b) to tools or equipment while being used by the **insured** in performing his operations,

(c) to property in the custody of the **insured** which is to be installed, erected or used in construction by the **insured**,

(d) to that particular part of any property, not on premises owned by or rented to the **insured**,

(i) upon which operations are being performed by or on behalf of the **insured** at the time of the **property damage** arising out of such operations, or

(ii) out of which any **property damage** arises, or

(iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the **insured**;

(3) with respect to the **completed operations hazard** and with respect to any classification stated in the policy or in the company's manual as "including completed operations", to **property damage** to work performed by the **named insured** arising out of such work or any portion thereof, or out of such materials, parts or equipment furnished in connection therewith.

(B) The Broad Form Property Damage Liability Coverage shall be excess insurance over any valid and collectible property insurance (including

any deductible portion thereof) available to the insured, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and the Other Insurance Condition of the policy is amended accordingly.

VII. INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE

The definition of **bodily injury** is amended to include Incidental Medical Malpractice Injury.

Incidental Medical Malpractice Injury means injury arising out of the rendering of or failure to render, during the policy period, the following services:

- (A) medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
- (B) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

This coverage does not apply to:

- (1) expenses incurred by the insured for first-aid to others at the time of an accident and the "Supplementary Payments" provision and the "Insured's Duties in the Event of Occurrence, Claim or Suit" Condition are amended accordingly;
- (2) any insured engaged in the business or occupation of providing any of the services described under VII (A) and (B) above;
- (3) injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under VII (A) and (B) above.

VIII. NON-OWNED WATERCRAFT LIABILITY COVERAGE (under 26 feet in length)

Exclusion (e) does not apply to any watercraft under 26 feet in length provided such watercraft is neither owned by the named insured nor being used to carry persons or property for a charge.

Where the insured is, irrespective of this coverage, covered or protected against any loss or claim which would otherwise have been paid by the company under this endorsement, there shall be no contribution or participation by this company on the basis of excess, contributing, deficiency, concurrent, or double insurance or otherwise.

IX. LIMITED WORLDWIDE LIABILITY COVERAGE

The definition of **policy territory** is amended to include the following:

- (4) Anywhere in the world with respect to **bodily injury, property damage, personal injury or advertising injury** arising out of the activities of any insured permanently domiciled in the United States of America though temporarily outside the United States of America, its territories and possessions or Canada, provided the original suit for damages because of any such injury or damage is brought within the United States of America, its territories or possessions or Canada.

Such insurance as is afforded by paragraph (4) above shall not apply:

- (a) to **bodily injury or property damage** included within the **completed operations hazard or the products hazard**;
- (b) to Premises Medical Payments Coverage.

X. ADDITIONAL PERSONS INSURED

As respects **bodily injury, property damage and personal injury and advertising injury** coverages, under the provision "Persons Insured", the following are added as insureds:

- (A) Spouse—Partnership—If the named insured is a partnership, the spouse of a partner but only with respect to the conduct of the business of the named insured;
- (B) Employee—Any employee (other than executive officers) of the named insured while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply:

- (1) to **bodily injury or personal injury** to another employee of the named insured arising out of or in the course of his employment;
- (2) to **personal injury or advertising injury** to the named insured or, if the named insured is a partnership or joint venture, any partner or member thereof, or the spouse of any of the foregoing;
- (3) to **property damage** to property owned, occupied or used by, rented to, in the care, custody or control of or over which physical control is being exercised for any purpose by another employee of the named insured, or by the named insured or, if the named insured is a partnership or joint venture, by any partner or member thereof or by the spouse of any of the foregoing.

XI. EXTENDED BODILY INJURY COVERAGE

The definition of **occurrence** includes any intentional act by or at the direction of the insured which results in **bodily injury**, if such injury arises solely from the use of reasonable force for the purpose of protecting persons or property.

XII. AUTOMATIC COVERAGE—NEWLY ACQUIRED ORGANIZATIONS (90 DAYS)

The word **insured** shall include as **named insured** any organization which is acquired or formed by the named insured and over which the named insured maintains ownership or majority interest, other than a joint venture, provided this insurance does not apply to **bodily injury, property damage, personal injury or advertising injury** with respect to which such new organization under this policy is also an insured under any other similar liability or indemnity policy or would be an insured under any such policy but for exhaustion of its limits of liability. The insurance afforded hereby shall terminate 90 days from the date any such organization is acquired or formed by the named insured.

**AMENDATORY ENDORSEMENT
PREJUDGMENT INTEREST**

The following is added to the Supplementary Payments provision in this policy:

The Company will pay, in addition to the applicable limit of liability, prejudgment interest awarded against the **Insured** on that part of the judgment the Company pays. If the Company makes an offer to pay the applicable limit of its liability, the Company will not pay any prejudgment interest based on that period of time after the offer.



INSURANCE BINDER

Binder No.

1

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

NAME AND ADDRESS OF AGENCY John J. Kotsianas & Co., Inc. 808 Burwell Bldg. Knoxville, Tn. 37902	COMPANY Aetna Cas & Surety Co.
	Effective m 7-13-85, 19 Expires <input type="checkbox"/> 12:01 am <input type="checkbox"/> Noon, 19
NAME AND MAILING ADDRESS OF INSURED Raphael and Sandy's Sandra K. Bobinski & Raphael Trento DBA 24 Market Sq. Mall Knoxville, Tn. 37902	<input checked="" type="checkbox"/> This binder is issued to extend coverage in the above named company per expiring policy # 64SM923017FCA (except as noted below)
	Description of Operation/Vehicles/Property

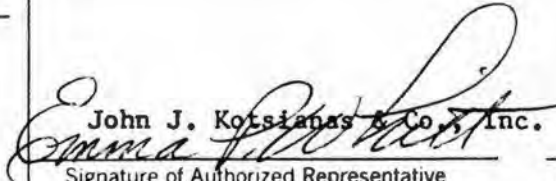
PROPERTY	Type and Location of Property	Coverage/Perils/Forms	Amt of Insurance	Ded.	Coins. %
P R O P E R T Y	Building at 408-12 Markest St.		\$81,000	100	90
	Contents		16,000	100	80
	Glass Schedule Robbery				

LIABILITY	Type of Insurance	Coverage/Forms	Limits of Liability		
			Each Occurrence	Aggregate	
L I A B I L I T Y	<input type="checkbox"/> Scheduled Form <input checked="" type="checkbox"/> Comprehensive Form	<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C	Bodily Injury	\$	\$
	<input type="checkbox"/> Premises/Operations		Property Damage	\$	\$
	<input type="checkbox"/> Products/Completed Operations		Bodily Injury & Property Damage Combined	\$ 300,000	\$ 300,000
	<input type="checkbox"/> Contractual		Personal Injury	\$	\$
<input type="checkbox"/> Other (specify below)					
<input type="checkbox"/> Med. Pay. \$ Per Person \$ Per Accident					
<input type="checkbox"/> Personal Injury					
AUTOMOBILE	<input type="checkbox"/> Liability <input type="checkbox"/> Non-owned <input type="checkbox"/> Hired		Limits of Liability		
	<input type="checkbox"/> Comprehensive-Deductible \$		Bodily Injury (Each Person)	\$	
	<input type="checkbox"/> Collision-Deductible \$		Bodily Injury (Each Accident)	\$	
	<input type="checkbox"/> Medical Payments \$		Property Damage	\$	
	<input type="checkbox"/> Uninsured Motorist \$		Bodily Injury & Property Damage Combined	\$	

WORKERS' COMPENSATION — Statutory Limits (specify states below) EMPLOYERS' LIABILITY — Limit \$

SPECIAL CONDITIONS/OTHER COVERAGES

Binder issued pending receipt of renewal from the company.

NAME AND ADDRESS OF <input checked="" type="checkbox"/> MORTGAGEE <input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> ADD'L INSURED	LOAN NUMBER	 John J. Kotsianas & Co., Inc. 7-19-85 Signature of Authorized Representative Date
University of Tennessee 715 Andy Holt Tower, c/o John Preston Knoxville, Tn. 37996		

1. NAMED INSURED AND ADDRESS RAPHAEL AND SANDY'S SANDRA K. BOBINSKI & RAPHAEL TRENTO DBA 24 MARKET SQ. MALL KNOXVILLE, KNOX, TN, 37902 <small>(No., Street, Town, County, State & Zip Code)</small>		POLICY NUMBER 64 SM 923017 FCA																	
2. POLICY PERIOD From: 7-13-84 To: 7-13-85 12:01 A.M. Standard Time At Location of Designated Premises																			
3. NAMED INSURED IS: <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other:																			
4. DESIGNATED PREMISES <input type="checkbox"/> Multiple buildings or premises as designated on Supplemental Declarations attached. Occupancy of Premises 408-412 MARKET ST., KNOXVILLE, KNOX, TN. 37902 DEL.																			
5. Insurance is provided with respect to the designated premises and with respect to those coverages and kinds of property for which a specific limit of liability is shown, subject to all terms of this policy including forms and endorsements made a part hereof.																			
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:50%;">SECTION I - PROPERTY COVERAGE</th> <th style="width:25%;">Coinsurance Percentage Applicable</th> <th style="width:25%;">LIMIT OF LIABILITY</th> </tr> </thead> <tbody> <tr> <td>Buildings(s)</td> <td style="text-align: center;">80%</td> <td style="text-align: right;">\$ 75,000</td> </tr> <tr> <td>Personal Property of the Insured</td> <td style="text-align: center;">80%</td> <td style="text-align: right;">\$ 15,000</td> </tr> <tr> <td>Personal Property of Others</td> <td style="text-align: center;">-</td> <td style="text-align: right;">-</td> </tr> <tr> <td colspan="3">Additional Coverages</td> </tr> </tbody> </table>		SECTION I - PROPERTY COVERAGE	Coinsurance Percentage Applicable	LIMIT OF LIABILITY	Buildings(s)	80%	\$ 75,000	Personal Property of the Insured	80%	\$ 15,000	Personal Property of Others	-	-	Additional Coverages					
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SECTION III - <input type="checkbox"/> CRIME COVERAGE SECTION IV - <input type="checkbox"/> BOILER AND MACHINERY COVERAGE As stated in the endorsement, made a part of this policy, if indicated by <input checked="" type="checkbox"/> .																			
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* Unless indicated by an in the box below as "NOT APPLICABLE," the premium for installments subsequent to the initial installment shall be subject to adjustment on the basis of the rates in effect at each anniversary date. NOT APPLICABLE

In consideration of the premium Insurance is provided the named insured by the stock Insurance Company indicated above by with respect to the designated premises shown in Item 4 above and with respect to those coverages and kinds of property for which a specific limit of liability is shown, subject to all of the terms of this policy including forms and endorsements made a part hereof:

JOHN J. KOTSIANAS & CO., INC.
 808 BURWELL BLDG.
 602 S. GAY ST.
 KNOXVILLE, TENN. 37902

SPECIAL MULTI-PERIL POLICY SECTION I—SPECIAL BUILDING FORM

I. PROPERTY COVERED

BUILDING(S): Buildings(s) or structure(s) shall include attached additions and extensions; fixtures, machinery and equipment constituting a permanent part of and pertaining to the service of the building(s); materials and supplies intended for use in construction, alteration or repair of the building(s) or structure(s); yard fixtures; personal property of the

insured used for the maintenance or service of the building(s), including fire extinguishing apparatus, outdoor furniture, floor coverings and appliances for refrigerating, ventilating, cooking, dishwashing and laundering (but not including other personal property in apartments or rooms furnished by the named insured as landlord); all while at the designated premises.

II. ADDITIONAL COVERAGE

COLLAPSE—This policy insures against risk of direct physical loss involving collapse of a building or any part of a building caused only by one or more of the following:

- a. fire; lightning; windstorm; hail; explosion; smoke; aircraft; vehicles; riot; civil commotion; vandalism or malicious mischief; breakage of glass; falling objects; weight of snow, ice or sleet; water damage; all only as insured against in this policy;
- b. hidden decay;
- c. hidden insect or vermin damage;
- d. weight of people or personal property;
- e. weight of rain which collects on a roof;
- f. use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

This Company shall not be liable for loss to the following types of property under items b., c., d., e. and f. unless the loss is a direct result of the collapse of a building:

1. Outdoor radio or television antennas, including their lead-in wiring, masts or towers; awnings; gutters and downspouts; yard fixtures;
2. If specifically covered in this policy, outdoor swimming pools; fences; piers, wharves and docks; beach or diving platforms or appurtenances; retaining walls; walks, roadways and other paved surfaces.

Collapse does not include settling, cracking, shrinkage, bulging or expansion.

This Additional Coverage does not increase the amount(s) of insurance provided in this policy.

III. PROPERTY NOT COVERED

This policy does not cover:

- A. Outdoor swimming pools; fences; piers, wharves and docks; beach or diving platforms or appurtenances; retaining walls not constituting a part of a building; walks, roadways and other paved surfaces.
- B. The cost of excavations, grading or filling; foundations of buildings, machinery, boilers or engines whose foundations are below the under-surface of the lowest basement floor, or where there is no basement.

below the surface of the ground; pilings, piers, pipes, flues and drains which are underground; pilings which are below the low water mark.

- C. Outdoor signs, whether or not attached to a building or structure.
- D. Lawns; outdoor trees, shrubs and plants, except as provided in the Extensions of Coverage.
- E. Property which is more specifically covered in whole or in part by this or any other contract of insurance, except for the amount of loss which is in excess of the amount due from such more specific insurance.

IV. PROPERTY SUBJECT TO LIMITATIONS

The following property is subject to these additional limitations:

- A. Plumbing, heating, air conditioning or other equipment or appliances (except fire protective systems) are not covered against loss caused by or resulting from freezing while the designated buildings are vacant or unoccupied, unless the insured shall have exercised due diligence with respect to maintaining heat in the buildings or unless such equipment and appliances had been drained and the water supply shut off during such vacancy or unoccupancy.
- B. Steam boilers, steam pipes, steam turbines or steam engines are not covered against loss caused by any condition or occurrence within such boilers, pipes, turbines or engines (except direct loss resulting from the explosion of accumulated gases or unconsumed fuel within the firebox, or combustion chamber, of any fired vessel or within the flues or passages which conduct the gases of combustion therefrom).
- C. Hot water boilers or other equipment for heating water are not covered against loss caused by any condition or occurrence within such boilers or equipment, other than an explosion.
- D. Glass is not covered against loss for more than \$50 per plate, pane, multiple plate, insulating unit, radiant heating panel, jalousie, louver or shutter, nor for more than \$250 in any one occurrence, unless caused by fire, lightning, windstorm, hail, aircraft, vehicles, discharge from fire protection or building service equipment, explosion, riot or civil commotion, and then the Company shall be liable only to the extent that such perils are insured against in this policy.
- E. Fences, pavements, outdoor swimming pools and related equipment, retaining walls, bulkheads, piers, wharves or docks, when covered under this policy, are not covered against loss caused by freezing or

thawing, impact of watercraft, or by the pressure or weight of ice or water whether driven by wind or not.

F. Metal smokestacks and, when outside of buildings, (1) awnings of fabric or slat construction, canopies of fabric or slat construction, including their supports, and (2) radio or television antennas, including their lead-in wiring, masts or towers are not covered against loss caused by ice, snow or sleet, nor by windstorm or hail.

G. The interior of buildings is not covered against loss caused by rain, snow, sand or dust, whether driven by wind or not, unless (1) the buildings shall first sustain an actual damage to roof or walls by the direct action of wind or hail, and then the Company shall be liable for loss to the interior of the buildings as may be caused by rain, snow, sand or dust entering the buildings through openings in the roof or walls made by direct action of wind or hail; or (2) such loss results from fire, lightning, aircraft, vehicles, explosion, riot or civil commotion, vandalism or malicious mischief, weight of ice, snow or sleet, to the extent that such perils are insured against in this policy.

H. Buildings or structures in process of construction, including materials and supplies therefor, when covered under this policy, are not covered against loss unless caused by fire, lightning, windstorm, hail, aircraft, vehicles, smoke, explosion, riot or civil commotion, vandalism or malicious mischief, and then the Company shall be liable only to the extent that such perils are insured against in this policy.

I. Property undergoing alterations, repairs, installations or servicing is not covered against loss if such loss is directly attributable to the operations or work being performed thereon, unless a peril not excluded by this policy ensues, and then the Company shall be liable for only loss caused by such ensuing peril.

V. EXTENSIONS OF COVERAGE

Except with respect to Extension D. Replacement Cost:

(A) Each of the limits of liability specified for the following Extensions of Coverage applies as an additional amount of insurance.

(B) The Coinsurance Clause shall not apply to loss under the Extensions of Coverage.

The total amount recoverable under the Extensions of Coverage in this form and Extensions of Coverage in any other form made a part of this policy are not cumulative and shall not exceed the largest amount recoverable under any single form made a part of this policy.

When, in accordance with the Other Insurance condition, there is Contributing Insurance, the Company shall not be liable for more than its pro rata share of the limits set forth in the following Extensions of Coverage.

A. Newly Acquired Property: The insured may apply up to 25% of the limit of liability specified for Building(s), but not exceeding \$100,000, to cover direct loss in any one occurrence by a peril not otherwise excluded to the following described property:

1. New buildings and new structures being constructed on the designated premises and intended for similar occupancy when not otherwise covered by insurance. This coverage shall cease 30 days from the date construction begins or on the date the values of new construction are reported to the Company, or on the expiration date of the policy, whichever occurs first.

2. Buildings acquired by the insured at any location, elsewhere than at the designated premises, within the territorial limits of this policy and used for similar occupancies or warehouse purposes. This coverage shall cease 30 days from the date of such acquisition or on the date values of the buildings are reported to the Company, or on the expiration date of the policy, whichever occurs first.

Additional premium shall be due and payable for values so reported from the date construction begins or the property is acquired.

B. Off-Premises: The insured may apply up to 2% of the limits of liability specified for Building(s), but not exceeding \$5,000, at a described location to cover direct loss in any one occurrence by a peril not otherwise excluded to property covered under Building(s) while removed

from designated premises for purposes of cleaning, repairing, reconstruction or restoration. This Extension of Coverage shall not apply to property in transit, nor to property on any premises owned, leased, operated or controlled by the insured.

C. Outdoor Trees, Shrubs and Plants: The insured may apply up to \$1,000 to cover outdoor trees, shrubs and plants at the designated premises against direct loss in any one occurrence by the perils of fire, lightning, explosion, riot, civil commotion or aircraft, but only to the extent such perils are insured against herein. The Company shall not be liable for more than \$250 on any one tree, shrub or plant, including expense incurred for removing debris thereof.

D. Replacement Cost: In the event of loss to a building structure covered under this policy, when the full cost of repair or replacement is less than \$1,000, the coverage of this policy is extended to cover the full cost of repair or replacement (without deduction for depreciation). Coverage shall be applicable only to a building structure covered hereunder, but excluding outdoor furniture, outdoor equipment, floor coverings, awnings, and appliances for refrigerating, ventilating, cooking, dishwashing and laundering, all whether permanently attached to the building structure or not.

The Company shall not be liable under this Extension of Coverage unless the whole amount of insurance applicable to the building structure for which claim is made is equal to or in excess of the amount produced by multiplying the co-insurance percentage applicable (specified in the Declarations) by the actual cash value of such property at the time of the loss.

VI. PERILS INSURED AGAINST

This policy insures against risks of direct physical loss unless the loss is excluded in VII. Exclusions below, subject to the provisions and stipulations herein and in the policy of which this form is made a part.

VII. EXCLUSIONS

1. This policy does not insure against loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

A. Loss occasioned directly or indirectly by enforcement of any ordinance or law regulating the use, construction, repair, or demolition of buildings or structures including debris removal expense.

B. Loss caused directly or indirectly by the interruption of power or other utility service furnished to the designated premises if the interruption takes place away from the designated premises. If a peril insured against ensues on the designated premises, this Company will pay only for loss caused by the ensuing peril.

C. Loss caused by, resulting from, contributed to or aggravated by any of the following:

1. earth movement, including but not limited to earthquake, landslide, mudflow, earth sinking, earth rising or shifting;

2. flood, surface water, waves, tidal water or tidal wave, overflow of streams or other bodies of water, or spray from any of the foregoing, all whether driven by wind or not;

3. water which backs up through sewers or drains; or

4. water below the surface of the ground including that which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows or any other openings in such sidewalks, driveways, foundations, walls or floors;

unless fire or explosion as insured against ensues, and then this Company shall be liable for only loss caused by the ensuing fire or

explosion; but these exclusions shall not apply to loss arising from theft.

5. volcanic eruption unless direct loss by fire or breakage of glass or safety glazing material ensues. In this event, this Company shall be liable for only the direct loss to the property insured caused by the ensuing fire and if an insured peril, the ensuing breakage of glass or safety glazing material.

Volcanic eruption means the eruption, explosion or effusion of a volcano.

D. War Risk and Governmental Action Exclusion as contained in the SMP Policy Conditions and Definitions Form.

E. Nuclear Clause and Nuclear Exclusion as contained in the SMP Policy Conditions and Definitions Form.

2. This policy does not insure under this form against loss caused by:

A. wear and tear, deterioration, rust or corrosion, mould, wet or dry rot; inherent or latent defect; smog; smoke, vapor or gas from agricultural or industrial operations; mechanical breakdown, including rupture or bursting caused by centrifugal force; settling, cracking, shrinkage, bulging or expansion of pavements, foundations, walls, floors, roofs or ceilings, animals, birds, vermin, termites or other insects; unless loss by a peril not otherwise excluded ensues and then the Company shall be liable for only such ensuing loss;

If loss by water not otherwise excluded ensues, this policy shall also cover the cost of tearing out and replacing of any part of the building covered required to effect repairs to the plumbing, heating or air conditioning system or domestic appliance from which the water escapes, but excluding loss to the system or appliance from which the water escapes;



B. explosion of steam boilers, steam pipes, steam turbines or steam engines (except direct loss resulting from the explosion of accumulated gases or unconsumed fuel within the firebox, or combustion chamber, of any fired vessel or within the flues or passages which conduct the gases of combustion therefrom) if owned by, leased by or operated under the control of the insured, or for any ensuing loss except by fire or explosion not otherwise excluded, and then the Company shall be liable for only such ensuing loss;

C. vandalism, malicious mischief, theft or attempted theft, if the building had been vacant or unoccupied beyond a period of 30 consecutive days immediately preceding the loss, unless loss by a peril not excluded in this policy ensues, and then the Company shall be liable for only such ensuing loss; nor shall this exclusion be applicable to such unoccupancy as is usual or incidental to the described occupancy;

D. leakage or overflow from plumbing, heating, air conditioning or other equipment or appliances (except fire protective systems) caused by or resulting from freezing while the building is vacant or unoccupied, unless the insured shall have exercised due diligence with respect to maintaining heat in the buildings or unless such equipment and appliances had been drained and the water supply shut off during such vacancy or unoccupancy;

E. theft (including but not limited to burglary and robbery) of any property which at the time of loss is not installed or attached to and made a part of a building or structure (except direct loss by pillage and looting occurring during and at the immediate place of a riot or civil commotion), unless loss by a peril not excluded in this policy ensues from theft or attempted theft, and then the Company shall be liable for only such ensuing loss;

F. unexplained or mysterious disappearance of any property, or shortage disclosed on taking inventory, or caused by any willful or dishonest act or omission of the insured or any associate, employee or agent of any insured;

G. continuous or repeated seepage or leakage of water or steam from within a plumbing, heating or air conditioning system or from within a domestic appliance which occurs over a period of weeks, months or years;

H. collapse, except as provided above in the Collapse Additional Coverage. If a peril not otherwise excluded ensues on the described premises, this Company will pay only for loss caused by the ensuing peril.

3. This policy does not insure under this form against loss occasioned directly or indirectly by any electrical injury or disturbance to electrical appliances, devices, fixtures or wiring caused by electrical currents artificially generated unless fire as insured against ensues, and then this Company shall be liable only for loss caused by the ensuing fire.

4. This policy does not insure against loss caused by any of the following. However, any ensuing loss not excluded or excepted in this policy is covered.

A. Weather conditions. However, this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in paragraph 1. above to produce the loss;

B. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body;

C. Faulty, inadequate or defective:

1. planning, zoning, development, surveying, siting;
2. design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
3. materials used in repair, construction, renovation or remodeling; or
4. maintenance.

of part or all of any property on or off the described premises.

VIII. VALUATION

The following bases are established for valuation of property:

All property at actual cash value at the time of loss, but not exceeding the amount which it would cost to repair or replace the property with

material of like kind and quality within a reasonable time after such loss, nor in any event for more than the interest of the named insured.



The University of Tennessee

PRIMARY CAMPUSES:
Knoxville
Memphis
Martin
Chattanooga


Office of Campus Planning

715 Andy Holt Tower
Knoxville 37996-0172
Telephone 615/974-2442

July 26, 1984

MEMORANDUM

TO: Mr. David Martin

FROM: John M. Preston 

SUBJECT: Sale of Gift Property at 24-24 $\frac{1}{2}$ Market Square Mall

Enclosed are two checks totaling \$7,500.00 as the down payment on the sale of our property at 24-24 $\frac{1}{2}$ Market Square Mall, which was given to the University of Tennessee by Benjamin Rush Strong. This sale was closed today.

JMP:fw

Also enclosed is the Insurance Binder

INSURANCE BINDER

Binder No.

1



THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT
TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

NAME AND ADDRESS OF AGENCY John J. Kotsianas & Co., Inc. 808 Burwell Bldg. Knoxville, Tn. 37902	COMPANY Aetna Casualty & Surety Co. Effective m 7-13, 19 84 Expires <input type="checkbox"/> 12:01 am <input type="checkbox"/> Noon 9-13, 19 84 <input type="checkbox"/> This binder is issued to extend coverage in the above named company per expiring policy # (except as noted below)
NAME AND MAILING ADDRESS OF INSURED Raphael and Sandy's Sandra K. Bobinski & Raphael Trento DBA 24 Market Sq. Mall Knoxville, Tn. 37902	Description of Operation/Vehicles/Property Binder pending issuance of policy.

	Type and Location of Property	Coverage/Perils/Forms	Amt of Insurance	Ded.	Coins. %
P R O P E R T Y	Building Contents Robbery, Glass	"All Risk"	\$75,000. 15,000.	100 100	80 80

	Type of Insurance	Coverage/Forms	Limits of Liability	
			Each Occurrence	Aggregate
L I A B I L I T Y	<input type="checkbox"/> Scheduled Form <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Premises/Operations <input checked="" type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Contractual <input type="checkbox"/> Other (specify below) <input type="checkbox"/> Med. Pay. \$ Per Person \$ Per Accident \$ <input type="checkbox"/> Personal Injury	<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C	Bodily Injury & Property Damage Combined \$ 300,000 Bodily Injury & Property Damage Combined \$	\$ 300,000 \$
A U T O M O B I L E	<input type="checkbox"/> Liability <input type="checkbox"/> Non-owned <input type="checkbox"/> Hired <input type="checkbox"/> Comprehensive-Deductible \$ <input type="checkbox"/> Collision-Deductible \$ <input type="checkbox"/> Medical Payments \$ <input type="checkbox"/> Uninsured Motorist \$ <input type="checkbox"/> No Fault (specify): <input type="checkbox"/> Other (specify):		Bodily Injury (Each Person) Bodily Injury (Each Accident) Property Damage Bodily Injury & Property Damage Combined	\$ \$ \$ \$

WORKERS' COMPENSATION — Statutory Limits (specify states below) EMPLOYERS' LIABILITY — Limit \$

SPECIAL CONDITIONS/OTHER COVERAGES

NAME AND ADDRESS OF <input checked="" type="checkbox"/> MORTGAGEE <input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> ADD'L INSURED University of Tennessee 715 Andy Holt Tower Knoxville, Tn. 37996 c/o John Preston	LOAN NUMBER
--	-------------

John J. Kotsianas & Co., Inc. Signature of Authorized Representative	7-16-84 Date
---	---------------------



Knoxville Office

Attn: Carolyn Trussler
Here is check from Insurance
Co. as partial mortg agt by Mail.
Payment on 74 mortg for march.
also balance of 38.31 for march.

For Enclosure To:

815.00
776.69

38.31

Attn: ~~Sandy Babinski~~
CIT 1089
Tot \$ 815.00

Date 3-5-85

Remarks Sandy:
I had to include the
name of the mortgagee
in your check. The
University of Tennessee
to John Preston is
listed as the mortgagee
in the declaration
page of your insurance
policy

Signature French

PRINTED IN U.S.A.



The University of Tennessee

Office of the Treasurer
Knoxville, Tennessee 37996-0100

COPY

August 8, 1984

Mr. Harry Sanders, Risk Manager
Division of Facilities Management
Office of Risk Management
James K. Polk State Office Building
505 Deaderick Street, Suite 1700
Nashville, Tennessee 37219

Dear Harry:

Please remove Building #1355 (24-24 1/2 Market Street) from the University's property insurance schedule. This building was just recently sold and no longer belongs to the University.

Thank you for your attention in this regard.

Sincerely,

Original Signed By
TIMOTHY E. MAPES

Timothy F. Mapes
Cash Management Analyst

TFM:mkb

cc: ✓ Ms. Carolyn Trusler

UNIVERSITY OF TENNESSEE
OFFICE OF THE TREASURER

JOURNAL VOUCHER NO. _____
8-15

JOURNAL VOUCHER

DATE 7/31/84

INTRANSIT NUMBER _____

DESCRIPTION 16-45	ACCOUNT NAME	ACCOUNT NUMBER 46-54	TRANSACTION ACTIVITY CODE 55-59	AMOUNT 60/61-71		QUANT 72	BANK CODE 73-74	ACCT 76	CORREC TION KEY 77-80
				DEBIT	CREDIT				
Correct coding DV 628432	Rush Strong	D01990001	099	D		C	21.00		
"	Rush Strong	D01990001	007	D	21.00	C			
Sale 7/26/84	Rush Strong	D01480001		D		C	87,903.65		
Receipt of note	Rush Strong	D01071111		D	67,500.00	C			
Sale 24 Market	Rush Strong	D01990001	007	D	20,403.65	C			
				D		C			
				D		C			
				D		C			
				D		C			
				D		C			
				D		C			
				D		C			
				D		C			
				D		C			
				D		C			

EXPLANATION:
To record sale of 24-24-1/2 Market for \$7,500 and \$67,500 note

AUTHORITY:
see Knox County deed file @15

PREPARED BY: _____ APPROVED BY: _____

July 30, 1984

To: John Preston

From: Carolyn Trusler

As you requested, I am attaching an amortization schedule for a \$67,500 13.5% note with \$81500 monthly payments (prepared on a 20-year schedule) with final payment due in five years. You will notice that the computer schedules a principal payment of \$62,877.20 at the end of five years rather than the \$62,771.68 mentioned in your memo.

Enclosure

Sandra L. Bobinski
 Buffalo, N.Y.

000078904
 first part done
 Aug. 5, 1984

BEGINNING BALANCE	RATE	MONTHLY PAYMENT			CUMULATIVE PAYMENTS			PAYMENT NUMBER
		INTEREST	TOTAL	PRINCIPAL	INTEREST	TOTAL	PRINCIPAL	
67,500.00	.1350	759.37	815.00	55.63	759.37	815.00	55.63	1
67,444.77	.1350	758.74	815.00	56.26	1,518.11	1,630.00	111.89	2
67,389.11	.1350	758.11	815.00	56.89	2,276.22	2,445.00	168.78	3
67,331.22	.1350	757.47	815.00	57.53	3,033.69	3,260.00	226.31	4
67,273.69	.1350	756.82	815.00	58.18	3,790.51	4,075.00	284.49	5
67,215.51	.1350	756.17	815.00	58.83	4,546.68	4,890.00	343.32	6
67,152.68	.1350	755.51	815.00	59.49	5,302.19	5,705.00	402.81	7
67,097.19	.1350	754.84	815.00	60.16	6,057.03	6,520.00	462.97	8
67,037.03	.1350	754.16	815.00	60.84	6,811.19	7,335.00	523.81	9
66,976.19	.1350	753.48	815.00	61.52	7,564.67	8,150.00	585.33	10
66,914.67	.1350	752.79	815.00	62.21	8,317.46	8,965.00	647.54	11
66,852.46	.1350	752.09	815.00	62.91	9,069.55	9,780.00	710.45	12
66,784.55	.1350	751.38	815.00	63.62	9,820.93	10,595.00	774.07	13
66,725.93	.1350	750.66	815.00	64.34	10,571.59	11,410.00	838.41	14
66,661.59	.1350	749.94	815.00	65.06	11,321.53	12,225.00	903.47	15
66,596.53	.1350	749.21	815.00	65.79	12,070.74	13,040.00	969.26	16
66,537.74	.1350	748.47	815.00	66.53	12,819.21	13,855.00	1,035.79	17
66,464.21	.1350	747.72	815.00	67.28	13,566.93	14,670.00	1,103.07	18
66,396.93	.1350	746.96	815.00	68.04	14,313.89	15,485.00	1,171.11	19
66,328.89	.1350	746.20	815.00	68.80	15,060.09	16,300.00	1,239.91	20
66,260.09	.1350	745.42	815.00	69.58	15,805.51	17,115.00	1,309.49	21
66,190.51	.1350	744.64	815.00	70.36	16,550.15	17,930.00	1,379.85	22
66,120.15	.1350	743.85	815.00	71.15	17,294.00	18,745.00	1,451.00	23
66,049.00	.1350	743.05	815.00	71.95	18,037.05	19,560.00	1,522.95	24
65,977.05	.1350	742.24	815.00	72.76	18,779.29	20,375.00	1,595.71	25
65,904.29	.1350	741.42	815.00	73.58	19,520.71	21,190.00	1,669.29	26
65,830.71	.1350	740.59	815.00	74.41	20,261.30	22,005.00	1,743.70	27
65,756.30	.1350	739.75	815.00	75.25	21,001.05	22,820.00	1,818.95	28
65,681.05	.1350	738.91	815.00	76.09	21,739.96	23,635.00	1,895.04	29
65,604.96	.1350	738.05	815.00	76.95	22,478.01	24,450.00	1,971.99	30
65,528.01	.1350	737.19	815.00	77.81	23,215.20	25,265.00	2,049.80	31
65,450.20	.1350	736.31	815.00	78.69	23,951.51	26,080.00	2,128.49	32
65,371.51	.1350	735.42	815.00	79.58	24,686.98	26,895.00	2,208.07	33
65,291.93	.1350	734.53	815.00	80.47	25,421.46	27,710.00	2,288.54	34
65,211.46	.1350	733.62	815.00	81.38	26,155.08	28,525.00	2,369.92	35
65,130.08	.1350	732.71	815.00	82.29	26,887.79	29,340.00	2,452.21	36
65,047.79	.1350	731.78	815.00	83.22	27,619.57	30,155.00	2,535.43	37
64,964.57	.1350	730.85	815.00	84.15	28,350.42	30,970.00	2,619.58	38
64,880.42	.1350	729.90	815.00	85.10	29,080.32	31,785.00	2,704.68	39
64,795.32	.1350	728.94	815.00	86.06	29,809.26	32,600.00	2,790.74	40
64,709.26	.1350	727.97	815.00	87.03	30,537.23	33,415.00	2,877.77	41
64,622.73	.1350	727.00	815.00	88.00	31,264.23	34,230.00	2,965.77	42
64,534.23	.1350	726.01	815.00	88.99	31,990.24	35,045.00	3,054.76	43
64,445.24	.1350	725.00	815.00	90.00	32,715.24	35,860.00	3,144.76	44
64,355.24	.1350	723.99	815.00	91.01	33,439.23	36,675.00	3,235.77	45
64,264.23	.1350	722.97	815.00	92.03	34,162.20	37,490.00	3,327.80	46
64,172.20	.1350	721.93	815.00	93.07	34,884.13	38,305.00	3,420.87	47
64,077.13	.1350	720.89	815.00	94.11	35,605.02	39,120.00	3,514.98	48
63,985.07	.1350	719.83	815.00	95.17	36,324.85	39,935.00	3,610.15	49
63,889.85	.1350	718.76	815.00	96.24	37,043.61	40,750.00	3,706.39	50
63,793.61	.1350	717.67	815.00	97.33	37,761.28	41,565.00	3,803.72	51
63,696.78	.1350	716.58	815.00	98.42	38,477.86	42,380.00	3,902.14	52
63,597.96	.1350	715.47	815.00	99.53	39,193.33	43,195.00	4,001.67	53
63,498.33	.1350	714.35	815.00	100.65	39,907.68	44,010.00	4,102.32	54
63,397.68	.1350	713.22	815.00	101.78	40,620.90	44,825.00	4,204.10	55
63,295.90	.1350	712.07	815.00	102.93	41,332.97	45,640.00	4,307.03	56
63,192.97	.1350	710.92	815.00	104.08	42,043.89	46,455.00	4,411.11	57
63,089.99	.1350	709.75	815.00	105.25	42,753.64	47,270.00	4,516.36	58
62,987.14	.1350	708.56	815.00	106.44	43,462.20	48,085.00	4,622.80	59
62,877.20	.1350	707.36	63,584.56	62,877.20	44,169.56	111,669.56	67,500.00	60



The University of Tennessee

PRIMARY CAMPUSES:
Knoxville
Memphis
Martin
Chattanooga

Office of Campus Planning

715 Andy Holt Tower
Knoxville 37996-0172
Telephone 615/974-2442

July 27, 1984

MEMORANDUM

TO: Miss Carolyn Trusler
FROM: John M. Preston *JMP*
SUBJECT: Sale of 24-24½ Market Square Mall - Strong Property

According to the Promissory Note for the Sale of the above described property, the note is for \$67,500.00. The interest rate is 13½ percent per year, the payments are \$815.00 per month, the first payment is to be made on August 5, 1984, the last payment (5 years on a 20 year amortization schedule) is to be made on July 5, 1989, at which time the balance of \$62,771.68 will be due.

I would like for you to provide me with an amortization schedule, by month, showing the amount of the payment that goes to principal, to interest, and principal amount remaining to be paid.

Thank you.

JMP:fw



The University of Tennessee

PRIMARY CAMPUSES
Knoxville
Memphis
Martin
Chattanooga

Office of Campus Planning

715 Andy Holt Tower
Knoxville 37996-0172
Telephone 615/974-2442

June 29, 1984

MEMORANDUM

TO: Mr. Beach Brogan
FROM: John M. Preston *JMP*
SUBJECT: Amendment to Lease - 24-24½ Market Square Mall

The University has a lease on the subject property with Ed Pierce and wife, Sue Pierce. The Pierces assigned the lease to Sandra Bobinski and Raphael Trento. This assignment was contrary to our lease since we did not give our permission in writing.

We are now selling the property to Sandra Bobinski and Raphael Trento. Therefore, we would like to cancel the lease so that Bobinski and Trento do not have to pay rent to themselves, through George Fritts.

I will fill in the dates when we close the sale.

JMP:fw
cc: Miss Carolyn Trusler

17-1676 + 17-1677



The University of Tennessee

PRIMARY CAMPUSES
Knoxville
Memphis
Martin
Chattanooga

Office of Campus Planning

715 Andy Holt Tower
Knoxville 37996-0172
Telephone 615/974-2442

June 29, 1984

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TO: Mr. Beach Brogan

FROM: John M. Preston *JMP*

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I will fill in the dates when we close the sale.

JMP:fw

cc: Miss Carolyn Trusler

51

6-19-84

THE UNIVERSITY OF TENNESSEE
CONTRACT REVIEW FORM

DATE: June 19, 1984 17-1646

TO: SECRETARY OF THE BOARD OF TRUSTEES

FROM: John M. Preston, Director of Campus Planning

SUBJECT: Execution of Warranty Deed, Trust Deed, and Assignment of Leases for the sale of UT's property at 24-24 1/2 Market Square Mall to Sandra K. Bobinski and Raphael Trento - Benj. R. Stong gift property

AGENCY: Sandra K. Bobinski and Raphael Trento

U.T. DEPARTMENT: Campus Planning CONTRACT PERIOD: As Soon As Possible

NO. OF COPIES (4 MINIMUM): 4 AMOUNT: \$75,000.00

DISTRIBUTION AFTER EXECUTION: Return to John M. Preston

Please submit this document to the contract review process and execute as soon as possible.

JUN 19 '84

TREASURER'S COMMENTS: We need to see the promissory note (attached) C. Trustler
Note is O.K. C. Trustler OK [Signature] 6/20/84

LEGAL COUNSEL COMMENTS: _____

SECRETARY OF THE BOARD OF TRUSTEES APPROVAL: _____

DATE OF VICE PRESIDENT'S SIGNATURE: _____

SENT TO TREASURER FOR THE OFFICIAL FILE: AUG - 2'84 BEB

- White Copy 1: Treasurer's Office
- Pink Copy 2: Legal Counsel
- Yellow Copy 3: Board of Trustees File
- Goldenrod Copy 4: Return Copy
- Goldenrod Copy 5: Originator's Copy (Retain)

New Owners:
Sandra K. Bobinski and
Raphael Trento
7209 Dick Ford Lane
Knoxville, Tennessee 37920

This instrument prepared by:
Curtis S. Sprouse, Attorney
The University of Tennessee
Knoxville, Tennessee 37996-0184

WARRANTY DEED

THIS INDENTURE, made this 26th day of July,
1984, between THE UNIVERSITY OF TENNESSEE, a public educational
corporation of the State of Tennessee, having its principal
offices in the City of Knoxville, in the County of Knox, in the
State of Tennessee, Grantor, and SANDRA K. BOBINSKI, single and
RAPHAEL TRENTO, single, of Knox County, Tennessee as joint
tenants in common with a right of survivorship.

W I T N E S S E T H:

That the said Grantor, for and in consideration of the sum
of One Dollar (\$1.00) and other good and valuable consideration
including a Promissory Note of even date herewith executed by
Grantees payable to the order of The University of Tennessee,
and to secure the payment of said note a specific lien is here-
by retained on the property herein conveyed as evidenced by a
Trust Deed of even date, has granted, bargained, sold, con-
veyed, and does hereby grant, bargain, sell and convey unto the
said Grantees, as joint tenants in common with right of surviv-
orship, a certain tract of land in the Fourth Civil District of
Knox County, Tennessee, and being more particularly described
as follows:

All that lot or parcel of ground lying in the
Fourth (formerly First) Civil District of
Knox County, Tennessee, fronting twenty-five
(25) feet on the east side of Market Square
in the City of Knoxville, being city numbers
24 and 24-1/2 Market Square Mall and running
back or Eastwardly between parallel lines
about one hundred and twenty (120) feet to
the alley running East of and parallel with
Market Square and being the same property
that was conveyed to Benjamin Rush Strong by
W. K. Eckle by deed dated the 20th day of
September, 1880 and recorded in the office of

the Register of Knox County, Tennessee in Book U. Vol. 3, pages 190 and 191 to which deed reference is here made for fuller description of said property.

BEING the same property conveyed to The University of Tennessee by Hu L. McClung and W. E. Monday, Executors of the Will of Benjamin Rush Strong by deed dated the 8th day of January 1920 and recorded in the office of the Register of Knox County, Tennessee in Book 312 on page 322.

With the hereditaments and appurtenances owned by Grantor thereto appertaining. TO HAVE AND TO HOLD the said premises to the Grantees, their heirs and assigns forever. And the said Grantor, for itself, its successors and assigns, does hereby covenant with the said Grantees, their heirs and assigns, that it is lawfully seized in fee simple of the premises above conveyed and has full power, authority, and right to convey the same, that the said premises are free from all liens, restrictions, easements and encumbrances except those of record and/or hereinbelow mentioned. This conveyance is subject to existing party-walls and party-wall agreements, if any. ~~Further, this conveyance is subject to an existing lease dated May 4, 1981 between J. B. & W. G. Brownlow, Agent for The University of Tennessee and Nan Denton Ailor, said lease being extended and amended by letter dated, in error, May 91, 1983. Further this conveyance is subject to an existing lease dated June 20, 1983 between J. B. & W. G. Brownlow, Agent for The University of Tennessee and Ed Pierce and wife, Sue Pierce, Lessees.~~ Grantor will forever warrant and defend the said premises and the title thereto against the lawful claims of all persons whomsoever. Grantees have requested that this conveyance be made to them as joint tenants in common with right of survivorship. Accordingly this conveyance is so made.

IN WITNESS WHEREOF the Grantor has set its hand and seal the day and year first above written.

ATTEST:

Bochman
Secretary

THE UNIVERSITY OF TENNESSEE

By: AMH
Vice President

PROMISSORY NOTE

Amount: Sixty-Seven Thousand
Five Hundred Dollars
(\$67,500.00)

Date: July 26, 1984

(1) FOR VALUE RECEIVED, the undersigned SANDRA K. BOBINSKI and RAPHAEL TRENTO, hereinafter called "Borrowers", jointly and severally promise to pay to the order of The University of Tennessee, hereinafter called the "Holder," the principal sum of Sixty-Seven Thousand Five Hundred Dollars (\$67,500.00) with interest therein, at thirteen and one-half percent (13 1/2%) per year in installments of Eight Hundred Fifteen Dollars (\$815.00) per month, commencing on the 5th day of August, 1984, with payments due on the 5th day of each succeeding month, for a period of five years until the 5th day of July, 1989, when all of the balance, plus unpaid interest, shall be due. Said balance shall be Sixty-Two Thousand Seven Hundred Seventy-One and Sixty-Eight Hundredths Dollars (\$62,771.68) provided that all other installments have been paid in accordance with the terms of this Note. Payments shall be delivered to:

Treasurer's Office
301 Andy Holt Tower
The University of Tennessee
Knoxville, Tennessee 37996-0100

Attn: Ms. Carolyn Trusler

(2) Principal and interest shall be paid in lawful money of the United States of America with both principal and interest payable in full on the due dates set forth above.

(3) Borrower shall be in default under the terms of this Note in the event that any payment is not made when the same shall become due and such default is not cured within 30 days from the date of Holder's written notice to the Borrower of such default.

(4) It is hereby expressly agreed that if Borrower is in default under the terms of this Note, then the whole sum of principal and interest shall, at the option of the Holder

hereof, become immediately due and payable, anything contained herein or in any instrument now and hereafter securing this Note to the contrary in anywise notwithstanding, time being of the essence of this Note. Said option shall continue until all such defaults have been cured.

(5) If this Note is not paid when due, whether at maturing or by acceleration, the undersigned promises to pay all costs of collection, including, but not limited to, reasonable attorney's fees, and all expenses incurred in connection with the protection or realization of the collateral or enforcement or any guaranty, incurred by the Holder hereof, on account of such collection, whether or not suit is filed hereon. If interest is not paid when due, it shall thereafter bear like interest at the same rate as the principal.

(6) The makers, guarantors and endorsers hereby severally waive presentation for payment, protest and demand, notice of protest, demand, dishonor and nonpayment of the Note, and consent that the Holder may extend the time of payment or otherwise modify the terms of payment of any part of the debt evidenced by this Note, at the request of any other person, liable hereon, and such consents shall not alter nor diminish the liability of any person.

(7) No single or partial exercise of any power hereunder shall preclude other or further exercise thereof or the exercise of any other power. No delay or omission on the part of the Holder hereof in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Note.

(8) This Note may be prepaid, in whole or in part, without notice or penalties in any amount.

IN WITNESS WHEREOF the following signatures and seals of the Borrowers as of the day and year first herein written.


SANDRA K. BOBINSKI


RAPHAEL TRENTO

This instrument prepared by:
Curtis S. Sprouse, Attorney
The University of Tennessee
Knoxville, Tennessee 37996-
0184

TRUST DEED

This Deed of Trust made this 26th day of July,
1984, between SANDRA K. BOBINSKI and RAPHAEL TRENTO of Knox
County, Parties of the First Part, and THE UNIVERSITY OF
TENNESSEE, a public educational corporation of the State of
Tennessee, having its principal offices in Knoxville,
Tennessee, Trustee and Party of the Second Part.

W I T N E S S E T H:

That the said First Parties, for and in consideration of
the sum of One Dollar (\$1.00) the receipt of which is hereby
acknowledged, and other good and valuable consideration, here-
inafter mentioned, do hereby grant, bargain, sell, transfer,
and convey unto the Second Party the following described prem-
ises:

A certain tract or parcel of land in the
Fourth Civil District of Knox County,
Tennessee, and more fully described as
follows: *21.00
*21.00
*21.00

All that lot or parcel of ground lying in the
Fourth (formerly First) Civil District of
Knox County, Tennessee, fronting twenty five
(25) feet on the east side of Market Square
in the City of Knoxville, being city numbers
24 and 24-1/2 Market Square Mall and running
back or Eastwardly between parallel lines
about one hundred and twenty (120) feet to
the alley running East of and parallel with
Market Square and being the same property
that was conveyed to Benjamin Rush Strong by
W. K. Eckle by deed dated the 20th day of
September, 1880 and recorded in the office of
the Register of Knox County, Tennessee in
Book U. Vol. 3, pages 190 and 191 to which
deed reference is here made for fuller de-
scription of said property. *21.00
*0.00
07-27-84
7.177

BEING the same property conveyed to The
University of Tennessee by Hu L. McClung and
W. E. Monday, Executors of the Will of
Benjamin Rush Strong by deed dated the 8th
day of January 1920 and recorded in the of-
fice of the Register of Knox County,
Tennessee in Book 312 on page 322.

RECEIVED FOR
RECORDING
KNOX CO. TN

JUL 27 9 47 AM '84

NOTE BOOK

STEVE HALL

with the hereditaments and appurtenances thereto appertaining, hereby releasing all applicable claim to homestead and dower therein. TO HAVE AND TO HOLD the said premises to the said Second Party, its successors in trust and assigns forever for the purposes hereinafter set forth.

And said Parties of the First Part, for themselves and for their heirs, executors, administrators and assigns, do hereby covenant with the Second Party, its successors in trust and assigns, that they are lawfully seized in fee simple of the premises above conveyed, and have full power, authority, and right to convey the same, and that said premises are free from all encumbrances, except those of record, and that they will forever warrant and defend the said premises and the title thereto against the lawful claims of all persons whomsoever.

BUT THIS INSTRUMENT is made in trust to the second party for the uses and purposes following, that is to say: whereas First Parties are indebted to The University of Tennessee in the principal sum of Sixty-Seven Thousand Five Hundred Dollars (\$67,500.00) plus interest evidenced by a Promissory Note of even date and due as follows: Principal sum of Sixty-Seven Thousand Five Hundred Dollars (\$67,500.00) with interest thereon, at thirteen and one-half per cent per year in installments of Eight Hundred Fifteen Dollars (\$815.00) per month, commencing on the 5th day of August, 1984, with payments due on the 5th day of each succeeding month for a period of Five (5) years until the 5th day of July, 1989, when all of the balance plus unpaid interest shall be due and payable. Said balance shall be Sixty-Two Thousand Seven Hundred Seventy-One and Sixty-Eight Hundredths Dollars (\$62,771.68) provided that all other installments have been promptly and properly paid.

Should the Trustee herein, or the beneficiary hereof or both be made a party to any suit at law or equity involving the premises herein conveyed, said Trustee or beneficiary, or both shall be awarded reasonable expenses, charges and attorneys' fees on account of such proceedings, and the same shall be a

further charge and lien upon said premises and enforced in the same manner as the principal obligation secured by this trust deed.

NOW, THEREFORE, if the said Parties of the First Part, their heirs, executors, administrators, or assigns shall pay to The University of Tennessee, its agents, successors, or assigns, the full amount of the indebtedness above mentioned, with interest thereon when the same shall become due and payable as set forth, and keep all the taxes on the within conveyed property paid promptly as they become due, and keep all buildings in good repair, and shall not commit waste on said premises, then these presents and the estate hereby conveyed shall cease and become void. Should the Parties of the First Part fail to pay any of the said taxes the beneficiary hereunder, or the representatives or assigns of said beneficiary, may pay any such taxes, and any such amounts, together with interest from the date of payment, shall be fully secured by this Deed of Trust, and in addition to this protection, the payment of said amounts shall not be a waiver of the right of said beneficiary, or the representatives or assigns of said beneficiary, to foreclose and enforce this Deed of Trust. If default be made in the payment of the above mentioned indebtedness, or any part thereof, or the interest thereon as it becomes due, or the taxes as they become due, or in the performance of any of the terms, or conditions of this Trust Deed, or of the Note secured hereby, then the whole sum of money hereby secured may, at the option of the holder of said indebtedness, be declared due and payable at once and this Trust Deed foreclosed and the Trustee hereunder or its successors, at the request of the beneficiary hereunder or the representatives or assigns of said beneficiary, after giving notice of the time and place of sale by publication of such at least three different times in some newspaper published in Knox County, Tennessee, the first of which

publications shall be at least twenty days previous to said sale, and on the day and at the front door of the County Courthouse in Knox County, Tennessee, being the place fixed, between the hours of 10:00 a.m. and 2:00 p.m. shall proceed to sell the property and premises above described or conveyed at public auction for cash and in bar of the right and equity of redemption, homestead, dower, and all other rights and exemptions of every kind, all of which are hereby waived and surrendered, and said Trustee shall apply the proceeds from such sale: (1) First, to the payment of all costs and expenses of such sale, including a fee of Ten Percent (10%) to the attorney or Trustee; said attorney or Trustee's fees and expenses shall become absolutely due and payable whenever foreclosure is commenced; (2) Second, to the payment of the indebtedness above mentioned and interest thereon, including any and all advances made under the terms thereof with interest thereon; (3) Third, the surplus, if any, to the parties legally entitled thereto.

Upon default as herein provided, said Trustee and owner of the indebtedness secured hereby may at its option, instead of foreclosing this Trust Deed, by advertisement and sale as hereinabove provided, institute appropriate proceedings of foreclosure in equity or at law and upon the institution of such proceedings shall upon application therefore without notice either be entitled to have a receiver appointed to take possession of the property hereby conveyed and said Trustee and owner shall be entitled to all of the rents issued and profits arising therefrom during dependency of any such foreclosure proceedings.

As further security for the payment of said note the Parties of the First Part agree to keep the building(s) now standing or which may be hereafter erected on the above property, insured against loss by fire and windstorm in some

insurance company or companies to the approval of the Party of the Second Part, in an amount not less than the outstanding balance of the indebtedness of the promissory note and assign to the Party of the Second Part all such policy or policies of insurance.

And the Parties of the First Part hereby covenant that they will deposit all policies of fire insurance covering the above property with the Party of the Second Part, its successors and assigns, to be held as long as this loan is in force, and a violation of this covenant gives the Party of the Second Part, its successors, and assigns the right to foreclose this loan.

And should the Parties of the First Part fail to effect such insurance in the amount named above, then the Party of the Second Part, its successors, and assigns, is hereby authorized to effect the same, and the amounts paid for premiums shall become a lien on the above property, and bear interest from the date of payment, and their payment may be enforced in the manner herein provided for enforcing the payments of the aforesaid note.

Should the property conveyed by this instrument be involved in any insolvency, receivership, bankruptcy either voluntary or involuntary, or other proceedings affecting the possession of said property, it is further covenanted and agreed that the Trustee and owner of the indebtedness secured hereby shall be entitled to all of the rents, issues, and profits realized from such proceedings whether there be a default under this Trust Deed as above provided or not. The said Parties of the First Part further agree that in case of any sale hereunder they will at once surrender possession of the said property and will from that moment become and be the tenants at will of the purchaser, and removable by process as upon a forceable and unlawful detainer suit hereby agreeing to pay the said purchaser the reasonable rental value of said premises after such sale.

In case of the death, absence, inability, failure, or refusal of the Trustee named herein or any successor Trustee to act at any time when demand for such action is made by the owner of the indebtedness, hereby secured, then such owner is authorized to appoint a successor Trustee to execute this Trust Deed which appointment shall be in writing and recorded in the office of the Register of Deeds of Knox County, Tennessee, and such appointment shall vest the title to said premises in and clothe such successor Trustee with all the powers granted to the Trustee named herein and the exercise of such right of appointment shall not be an exhaustion thereof but may be exercised as often as the owner of said indebtedness may desire. The Party of the Second Part is hereby released from the obligations imposed by statute and it is agreed that said Party and beneficiary hereof in case of any sale of said property shall be at liberty to bid and buy as any third person might.

Qualifications and bond under the statute are hereby waived.

IN WITNESS WHEREOF the parties of the first part has hereunto set their hand on the day and year first above written.


Sandra K. Bobinski


Raphael Trento

STATE OF TENNESSEE)

) SS

COUNTY OF KNOX)

Personally appeared before me, Sue M. Callaway, a notary public of the County and State aforesaid, the within named bargainor, SANDRA K. BOBINSKI, 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 office this 26th day of July, 1984.

Sue M. Callaway
Notary Public


My commission expires: 2-18-86

STATE OF TENNESSEE)

) SS

COUNTY OF KNOX)

Personally appeared before me, Sue M. Callaway, a notary public of the County and State aforesaid, the within named bargainor, RAPHAEL TRENTO, 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 office this 26th day of July, 1984.

Sue M. Callaway
Notary Public


My commission expires: 2-18-86

VOUCHER AUTHORIZATION FORM

NAME: John M. Preston 19-48 ADDRESS: _____ 19-48

VENDOR NO: _____ 13-18 AUTHORIZATION NO: _____ 63-67 _____ 19-48

OVER 15 ACCOUNTS _____ 49 SEQUENCE NO: _____ 11-12 _____ 19-48

AMOUNT TO PAY: 21.00
52-62

INTRANSIT NO. _____
TO RELIEVE: _____ 13-20

REMITTANCE				ACCOUNTING				
INVOICE DATE	INVOICE NUMBER OR DESCRIPTION	P.O. NUMBER	AMOUNT	P.O. NUMBER	DEOBLIGATION AMOUNT	ACCOUNT NUMBER	OBJECT CODE	AMOUNT
7/27/84	Record trust deed		21.00	1		D01990001	099	21.00
				2				
				3				
				4				
				5				
				6				
				7				
				8				
				9				
				10				
				11				
				12				
				13				
				14				
				15				

DATE: 7/27/84 CT

OFFICIAL RECEIPT
 STEVE HALL
 REGISTER OF KNOX COUNTY, TENNESSEE

No. WW 16221

Knoxville Tenn., July 27, 19 84

Received of John Crestar
 For _____

Transfer Item S (a)	Mortgage Item S (b)
\$ _____	\$ <u>Exempt</u>

Greater of
Consideration
or Value

Recording Fees:

Warranty Deed \$ _____
 Trust Deed \$ 21.00
 Certified Copy and
Marginal Release \$ _____
 U.C.C. \$ _____
 Miscellaneous \$ _____

State Tax:

Transfer-Item S (a) ... \$ _____
 Mortgage-Item S (b) .. \$ _____
 Register's Fee \$ _____

Other Revenue:

..... \$ _____

Total ... \$ 21.00

From Sandra K. Bolinski et al.

To The University of Tenn.

Notebook Reference 98 Book 2096 Page 823

Cash Check

J. Chuth REGISTER
 DEPUTY REGISTER



The University of Tennessee

PRIMARY CAMPUSES:

Knoxville
Memphis
Martin
Chattanooga

Office of Campus Planning

715 Andy Holt Tower
Knoxville 37996-0172
Telephone 615/974-2442

July 27, 1984

MEMORANDUM

TO: Mr. David Martin

FROM: John M. Preston

SUBJECT: Recording Deed

Please make a check to me in the amount of \$21.00 for the reimbursement for recording the Trust Deed from Sandra Bobinsky and Raphael Trento who are purchasing the Strong gift property at 24-24½ Market Square Mall.

Thank you for your attention to this matter.

JMP:fw

APPRAISAL OF

24 - 24½ MARKET SQUARE MALL
KNOXVILLE, TENNESSEE

FOR

THE UNIVERSITY OF TENNESSEE
705 ANDY HOLT TOWER
KNOXVILLE, TENNESSEE 37996-0172

BY

SCOTT COLLINS, JR., MAI
P. O. BOX 5444
KNOXVILLE, TENNESSEE 37918

MAY 5, 1982

APPRAISAL REPORT

OWNERSHIP

Owner: University of Tennessee
Owner's Address: 705 Andy Holt Tower, Knoxville, TN 37996-0172
Property Address: 24 - 24 1/2 Market Square Mall
Inspected: 5-5-82
Owner Contact: 5-3-82 by letter and telephone: John M. Preston
Remarks: # 24 occupied by Moore's Deli, # 24 1/2 occupied by Nan Denton's

TITLE, ZONING AND TAXES

Title: Deed Book 312 Page 322 Date 1-8-80
Consideration - If sold last 5 years \$ N/A
Verified By N/A
Capital Improvements Since Sale Various tenant improvements
Zoning: C-2 Highest and Best Use: Commercial
Assessment: \$ Exempt @ \$ = \$ None

RECAPITULATION AND FINAL VALUE ESTIMATE

Value Indicated by Cost Approach \$ 74,450
Value Indicated by Market Approach \$ 73,750
Value Indicated by Income Approach \$ 68,300

FINAL ESTIMATE OF VALUE

Land Value \$ 36,900
Improvement Value \$ 36,850
Total Value \$ 73,750

Date of Appraisal: May 5, 1982 Appraiser: Scott Collins, Jr., MAI

Address: 2823 Essary Road, P. O. Box 5444, Knoxville, TN 37918

Block 94L-E Parcel 40

SITE DATA

The property is a level lot fronting the east side of Market Square Mall and containing 2,950 square feet. The rear or eastern boundary is formed by an alley extending between Union Avenue on the south and Wall Avenue on the north.

Lot Size	<u>25 x 118</u>	Land Area	<u>2,950</u>	Acres Sq. Ft.
Land Value:	<u>2,950</u> Acres S.F. @ \$ <u>12.50</u>	or	<u> </u> F.F. @ <u> </u>	= \$ <u>36,875</u>
Rounded to				\$ <u>36,900</u>

DESCRIPTION OF IMPROVEMENTS

Improvements consist of a two-story brick building bearing a street address of 24 - 24 1/2 Market Square Mall. As originally constructed, the building was designed for single occupancy; however, since original construction date, the ground floor of the structure has been partitioned into two separate spaces. The foundation is solid brick. Exterior walls are brick. Roof is built-up tar and gravel on a wood roof support system with wood decking. The floor support system for the second floor is also wood joists with wood subflooring. The original interior walls were plastered; however, the present tenants have added a variety of wood and plastic paneling and some vinyl wall covering. Original ceilings are plaster; however, in both of the ground floor spaces, ceilings have been lowered by the use of accoustical panels in suspended grid system. Lighting is by strip fluorescent or by recessed fluorescent in the grid system. This also was tenant installed. Floor covering in the ground floor spaces are vinyl asbestos tile and some carpeting. At the time of inspection, the second floor was not occupied and was in rather poor condition. Heating is by gas fired units while cooling is by electric compressors. The chronological age of the building is unknown; however, remodeling and tenant improvements over the years have reduced the effective age to approximately 45 years.

Block 94L-E Parcel 40

COST APPROACH

First Floor	2,950	Sq. Ft. @ \$	31.00	= \$	91,450
Second Floor	2,950	Sq. Ft. @ \$	16.00	= \$	47,200
Basement	1,450	Sq. Ft. @ \$	8.00	= \$	11,600
		Sq. Ft. @ \$		= \$	

Replacement cost main building				\$	150,250
Depreciation 75% (Age/Life: 45 yrs. effective age - 60 yrs. total)				\$	112,687
Depreciated value main building				\$	37,563
Other Improvements:					None

Total value all improvements	(Rounded)	\$	37,550
Land value (By Market Approach)		\$	36,900
Value indicated by Cost Approach		\$	74,450

MARKET APPROACH

VALUE INDICATED BY RECENT SALES OF COMPARABLE PROPERTIES

<u>Sale Number</u>	<u>Sales Price</u>	<u>Adjustment for Time, Location, Size, Condition, etc.</u>	<u>Indicated Value of Subject</u>
<u>1</u>	<u>\$ 10.93/S.F.</u>	<u>Corner - 10%</u> <u>Time + 5%</u>	<u>\$ 10.33/S.F.</u>
<u>2</u>	<u>\$ 11.59/S.F.</u>	<u>None</u>	<u>\$ 11.59/S.F.</u>
<u>3</u>	<u>\$ 11.35/S.F.</u>	<u>Time + 10%</u> <u>Corner - 10%</u>	<u>\$ 11.35/S.F.</u>
<u>4</u>	<u>\$ 10.87/S.F.</u>	<u>Time + 15%</u>	<u>\$ 12.50/S.F.</u>

Value Indicated by Market Approach 5,900 sq. ft. @ \$12.50 = \$ 73,750

Remarks:

The comparable sales are all properties fronting the Market Square Mall. Sale 3 is a four story building, while Sales 1 and 2 are three story structures. Sale 4, like subject, is a two story building and is, therefore, given the most consideration after adjustments.

Block 94L-E Parcel 40

INCOME APPROACH

The space at 24 Market Street Mall is leased to Moore's Deli for \$400 per month with the lease expiring on December 31, 1983. The space at 24 1/2 Market Square Mall is leased to Nan Denton's at a rental of \$400 per month with the lease expiring on June 30, 1983. Both of these spaces have had a considerable amount of tenant improvements which would increase the economic rent to \$475 for No. 24 and \$500 for No. 24 1/2. Based on economic rent, the annual gross revenue projection should be \$11,700 annually. Since subject is owned by the University of Tennessee, it is exempt for payment of city and county property taxes. Analysis of similar buildings in the Market Square Mall area would indicate a tax assessment of approximately \$10,000, resulting in an annual tax burden of \$1,150. The annual insurance premium is \$134 and property management for similar properties is 5% of gross income. Since the lessor is only responsible for exterior and roof maintenance, \$150 seems to be a sufficient annual allocation for this expense charge.

The net income after deduction for expenses and vacancy and credit loss is capitalized at a rate of .133635. This capitalization factor is derived from the mortgage equity premise with estimates and projections assuming a loan ratio of 60% at an interest rate of 16% for a term of 15 years. Typical holding period would be 5 years and an equity yield of 10% would result in the capitalization factor as developed. Details of this approach follow.

Annual Gross Revenue		\$11,700
Vacancy & Credit Loss (5%)		585
Gross Income		<u>\$11,115</u>
Expenses		
Taxes (estimated)	\$1,150	
Insurance	134	
Management	556	
Maintenance	<u>150</u>	
Total		<u>1,990</u>
Net Income		\$ 9,125
Capitalized value @ .133635		\$68,283
Indicated value by Income Approach		\$68,300

Mortgage equity factor assumptions:

- Loan ratio 60%
- Interest rate 16%
- Term 15 years
- Holding period 5 yrs.
- Equity yield 10%

The market value as developed by the three approaches to this property indicates a value of \$73,750. As outlined in the Income Approach, the space at No. 24 is rented for \$400 per month for 19 months or until December 31, 1983. The projected economic rent for this space would be \$475 per month or a margin of \$75 per month over the 19 month period. Capitalization of this margin at the rate developed in the Income Approach would indicate a leasehold interest of \$1,278 for this space.

The space at No. 24 1/2 is rented for \$400 per month with 13 months remaining on the lease period. Economic rent for this space is estimated at \$500 per month which would produce a margin of \$100 per month for the 13 month period. Capitalization of this \$100 per month excess rental for the 13 month period would produce a leasehold interest of \$1,204 for the space at 24 1/2.

Total leasehold interest would amount to \$2,482 for the entire building which is rounded to \$2,500 as the value of the leasehold interest.

The total appraised value as shown on Page 1 is \$73,750. By deducting the leasehold interest of \$2,500, a remaining value of \$71,250 is developed for the owner's interest. This would represent the probable selling price giving due consideration to the leases as they exist at the present time.

As requested, consideration was given to the value of the property projected to the termination date of the lease at 24 Market Street Mall. The valuation projection is as of December 31, 1983. There had been rather static real estate activity in the Central Business District until about 1979 at which time a rather dramatic increase in activity, development and transfer has occurred in the Downtown area. Property values increases are due primarily to the renewed interest generated by the World's Fair development between the Central Business District and the University of Tennessee. Since the Fair is currently in progress, it is anticipated that although development should continue, the rate of development will probably increase at a less rapid rate than has recently been experienced.

Although the World's Fair activity has generally spurred development and increased values, there is a negative factor in the market at the present time. This factor is the presence of abnormally high interest rates which would normally have restricted Downtown development had it not been for the World's Fair influence. It is difficult to project what interest rates will do in the next couple of years; however, it is probable that they will remain rather high.

Based on these conclusions, it appears that property values in the Central Business District will increase slightly, but at a rate something less than

what has been experienced in the immediate past. Due to the prospect of continuation of high interest rates, coupled with the somewhat subsiding rate of Downtown development, it appears that a reasonable projection would be an increase of approximately 1/2 percent per month over the projection period of 19 months. Based on this projection, it would appear that the indicated value of subject in December 1983 would be \$80,750 as developed below.

Excess of rental value to contract rent	
# 24 \$475 - \$400 = \$75 for 19 months	\$ 1,278
# 24 1/2 \$500 - \$400 = \$100 for 13 months	<u>1,204</u>
Leasehold interest	\$ 2,482
Rounded to	\$ 2,500
Total appraised value	\$73,750
Value of leasehold	<u>2,500</u>
Value of owner's interest	\$71,250

Projected value in 12-31-83:

$$\$73,750 \times 1.095 = \$80,756 \text{ Rounded to } \$80,750$$



FRONT VIEW

REAR VIEW



Scott Collins, Jr., M. A. I., S. R. P. A., A. S. A.

MARKET DATA

Address or General Location: 1 - 3 Market Square
Tax Map and Parcel No. 94L-F-19 Zoning C-2
Grantor John P. Carter, Jr., Tr. Grantee Dale W. Young, et al
Date of Sale 4-16-81 Book 1731 Page 361 Consid. \$200,000
Size: Front 50 Depth 123 Sq. Ft. 6,150 Acres 0.14
Highest and Best Use Commercial

OFF SITE IMPROVEMENTS AND UTILITIES

Paved Street X Gravel Road Sidewalk X Curb X Gutters X
Water X Electric X Telephone X Gas X Sewer X Septic System

IMPROVEMENTS: Improved with three story brick retail and office building.
6,100 square feet on each level. Purchased for conversion to motel.

Sale Price Attributable to: Land \$ 80,000 Improvements \$ 120,000
Price per sq. ft. of land area - As allocated \$ 13.00 Total \$ 32.52
Price per sq. ft. of bldg. area - As allocated \$ 6.56 Total \$ 10.93



Data By: Scott Collins, Jr. Date 5-5-82 Sale No. 1

Scott Collins, Jr., M. A. I., S. R. P. A., A. S. A.

MARKET DATA

Address or General Location: # 29 Market Square
Tax Map and Parcel No. 94L-F-5 Zoning C-5
Grantor Jane C. Rosenblatt Grantee M. N. & L. B. Sud
Date of Sale 12-4-81 Book 1748 Page 154 Consid. \$80,000
Size: Front 20.75 Depth 122.6 Sq. Ft. 2,544 Acres 0.058
Highest and Best Use Commercial

OFF SITE IMPROVEMENTS AND UTILITIES

Paved Street X Gravel Road Sidewalk X Curb X Gutters X
Water X Electric X Telephone X Gas X Sewer X Septic System

IMPROVEMENTS: Improved with three story brick retail building with basement.
2,300 square feet on each level.

Sale Price Attributable to: Land \$ 35,000 Improvements \$ 45,000
Price per sq. ft. of land area - As allocated \$ 13.76 Total \$ 31.45
Price per sq. ft. of bldg. area - As allocated \$ 6.52 Total \$ 11.59



Data By: Scott Collins, Jr. Date 5-5-82 Sale No. 2

Scott Collins Co., - Knoxville, Tennessee

Scott Collins, Jr., M. A. I., S. R. P. A., A. S. A.

MARKET DATA

Address or General Location: # 36 Market Square Mall
Tax Map and Parcel No. 94L-E-1 Zoning C-2
Grantor Worth Mullins Grantee George S. Tate
Date of Sale 10-6-80 Book 1718 Page 174 Consid. \$150,000
Size: Front 29.3 Depth 118 Sq. Ft. 3,422 Acres 0.079
Highest and Best Use Commercial

OFF SITE IMPROVEMENTS AND UTILITIES

Paved Street X Gravel Road Sidewalk X Curb X Gutters X
Water X Electric X Telephone X Gas X Sewer X Septic System

IMPROVEMENTS: Four story brick building with basement. 3,304 square feet on each floor.

Sale Price Attributable to: Land \$ 50,000 Improvements \$ 100,000
Price per sq. ft. of land area - As allocated \$ 14.61 Total \$ 43.83
Price per sq. ft. of bldg.area - As allocated \$ 7.57 Total \$ 11.35



Data By: Scott Collins, Jr. Date 5-5-82 Sale No. 3

Scott Collins, Jr., M. A. I., S. R. P. A., A. S. A.

MARKET DATA

Address or General Location: # 28 Market Square Mall
Tax Map and Parcel No. 94L-E-42 Zoning C-2
Grantor Ida M. Parrette Estate Grantee Feridun F. Gencay
Date of Sale 8-30-78 Book 1656 Page 639 Consid. \$50,000
Size: Front 20 Depth 118 Sq. Ft. 2,360 Acres 0.054
Highest and Best Use Commercial

OFF SITE IMPROVEMENTS AND UTILITIES

Paved Street X Gravel Road Sidewalk X Curb X Gutters X
Water X Electric X Telephone X Gas X Sewer X Septic System

IMPROVEMENTS: Two story brick building with 2,300 square feet on each floor. Basement not usable.

Sale Price Attributable to: Land \$ 25,000 Improvements \$ 25,000
Price per sq. ft. of land area - As allocated \$ 10.59 Total \$ 21.19
Price per sq. ft. of bldg. area - As allocated \$ 5.44 Total \$ 10.87



Data By: Scott Collins, Jr. Date 5-5-82 Sale No. 4

The undersigned does hereby certify that, except as otherwise noted in this appraisal report;

1. I have no present or contemplated future interest in the real estate that is the subject of this appraisal report.
2. I have no personal interest or bias with respect to the subject matter of this appraisal report or the parties involved.
3. To the best of my knowledge and belief the statements of fact contained in this appraisal report, upon which the analyses, opinions and conclusions expressed herein are based, are true and correct.
4. This appraisal report sets forth all of the limiting conditions (imposed by the terms of my assignment or by the undersigned) affecting the analyses, opinions and conclusions contained in this report.
5. This appraisal report has been made in conformity with and is subject to the requirements of the Code of Professional Ethics and Standards of Professional Conduct of the American Institute of Real Estate Appraisers of the National Association of Real Estate Boards.
6. No one other than the undersigned prepared the analyses, conclusions, and opinions concerning real estate that are set forth in this appraisal report.

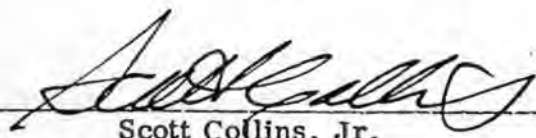
Disclosure of the contents of this appraisal report is governed by the By-Laws and Regulations of the American Institute of Real Estate Appraisers of the National Association of Real Estate Boards.

Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser or the firm with which he is connected or any reference to the American Institute of Real Estate Appraisers or to the M. A. I. or R. M. designation) shall be disseminated to the public through advertising media, public relations media, news media, sales media or any other public means of communication without the prior written consent and approval of the undersigned.

The American Institute of Real Estate Appraisers conducts a voluntary program of continuing education for its designated members. MAIs and RMs who meet the minimum standards of this program are awarded periodic educational certification. I am certified under this program through December 31, 1984.

May 5, 1982

Date



Scott Collins, Jr.

QUALIFICATIONS OF APPRAISER

Since 1955, engaged in general real estate profession of buying, selling, leasing and appraising properties in Tennessee.

EDUCATION

University of Tennessee, B.S. in Business Administration
American Institute of Real Estate Appraisers
Course I, University of Nebraska
Course IB, Indiana University
Course II and Course IV, University of Georgia
Society of Real Estate Appraisers
Principles and Techniques Course, University of Kentucky

PROFESSIONAL ORGANIZATIONS

National Association of Realtors
Tennessee Association of Realtors
Director 1966 - 68
Knoxville Board of Realtors
President 1967; Director 1962 - 72
American Institute of Real Estate Appraisers, M.A.I.
President, East Tennessee Chapter - 1979
Society of Real Estate Appraisers, S.R.P.A.
President, Knoxville Chapter 1967 - 68; Vice Governor 1971 - 76
American Society of Appraisers A.S.A.
President, Knoxville Chapter 1966 - 67
American Right-of-Way Association

APPRAISAL CLIENTS

State of Tennessee	Aluminum Company of America
City of Knoxville	Southern Railroad
City of Alcoa	L & N Railroad
City of Maryville	Exxon Company, U.S.A.
Knox County	Gulf Oil Corporation
Loudon County	Cities Service Oil Company
Knoxville Community Development Corp.	South Central Bell
Maryville Housing Authority	Sonoco Products Company
Newport Housing Authority	Brunswick Corporation
Elizabethton Housing Authority	Kraft, Inc.
Tennessee Valley Authority	Honeywell, Inc.
U.S. Postal Service	Nationwide Insurance Co.
First Tennessee Bank	3M Corporation
Knox Federal Savings & Loan Assn.	Xerox Corporation
Various other firms, estates, attorneys and individuals	

Qualified as expert witness in real estate valuation in State and Federal Courts and before State Equalization Board.

Former member Knox County Industrial Land Board and Knox County Tax Equalization Board.



The University of Tennessee

PRIMARY CAMPUSES:
Knoxville
Memphis
Martin
Chattanooga

Office of Campus Planning

705 Andy Holt Tower
Knoxville 37996-0172
Telephone 615 / 974-2441

January 4, 1982

MEMORANDUM

TO: Mr. Brodie Baynes

FROM: John M. Preston *John M. Preston*

SUBJECT: Invoice for Replacing Floor of 24 Market Square Mall
property -

Please pay the attached bill from Model Construction and Supply Company in the amount of \$10,000.00. This bill is for replacing the floor in Moore's Deli at 24 Market Square Mall, property owned by UT; the work is now complete.

Thank you.

JMP:fw

D01990001

-099



**MODEL CONSTRUCTION
& SUPPLY COMPANY**
P. O. Box 11093
KNOXVILLE, TENNESSEE 37919
Phone 524-1106

DATE
December 10, 1981
NUMBER

Mr. John Preston
University of Tennessee
Room 715 Andy Holt Towers
Knoxville, Tenn. 37916

TERMS:

PLEASE DETACH AND RETURN WITH YOUR REMITTANCE

\$ 10,000.00

DATE	CHARGES AND CREDITS BALANCE FORWARD	BALANCE	
	Re: Moore's Deli #24 Market Square Mall		
	Repairs as per contract-	\$10,000.	00

Model Construction & Supply Co.

Thank You

PAY LAST AMOUNT
IN THIS COLUMN

CERTIFICATE OF TITLE

THIS CERTIFIES:

That the Deed of Conveyance of Hu L. McClung and W.E. Monday, Executors of the Will of Benjamin Rush Strong

To

University of Tennessee, dated 8th January, 1920, and filed for record in Register's office of Knox County, 10th January, 1920, at 11:15 A.M. as noted in Note Book No. 16 page 222, vests in the University of Tennessee, the fee simple merchantable title to the land, described therein, as follows:

First Civil District of Knox County, Tennessee, fronting twenty-five feet on the East side of Market Square in the City of Knoxville, being City number Twenty-four, Market Square and running back or eastwardly between parallel lines about one Hundred and Twenty feet to the alley running East of and parallel with Market Square and being the same property that was conveyed to B. R. Strong by W.K. Eckle, by deed dated 20th September, 1880, and of record in the Register's office of Knox County, Tennessee in Deed Book U Volume 3 page 190.

All taxes and assessments (except State and County, 1919 \$307.50,) against this property to date of this Certificate have been paid, and there are no unsatisfied liens or other encumbrances of record outstanding.

This conveyance is made subject to a lease dated 15th November, 1915, to J.H. Webb & Company the terms of which are now a matter of public record.

This conveyance purports to be made subject to an agreement made in the Chancery Court of Knox County, Tennessee, in cause of University of Tennessee vs. Hu.L. McClung et al Rule Docket Number 17,086.

This January 10, 1920.

KNOXVILLE TITLE COMPANY

By *Norman B. Donnell*
Pres.



This Indenture, MADE this Twenty day of September 1880, between William K. Eikle

of the County of Knox, and State of Tennessee, of the one part; and Benjamin Rush Strong of the County of Knox and State of Tennessee, of the other part; **WITNESSETH**, that the said

Party of the first part for and in consideration of Five Thousand Two Hundred and Fifty (5250) Dollars, to him in hand paid, the receipt whereof is hereby acknowledged to the **Bargained and Sold**, and by these presents doth bargain and sell **Convey and Confirm**, to the said

Party of the second part, his heirs and assigns **Forever**, a certain lot or parcel of Land, situated in the City of Knoxville in the County of Knox State of Tennessee bounded as follows:

On the East side of Market Place, starting thereon twenty feet (20 ft.) and running back Eastwardly between parallel lines & perpendicular to Market square, One Hundred and twenty feet (120 ft.) more or less to a Alley, bounded on the South by the lot of M. Olney & Gossett, which Gossett bought of M. B. Bearden, on the East by the alley on the West by Market square, & on the North by the property of said first party, who occupied a store house by J. F. Young. The property herein sold by the house lot now occupied by James M. Coles as a hardware store and the intution of this deed is to convey one half of the North & South of said building, and three feet of the paved street in front of said building, the house having been set back three feet from the front line of said lot.

Containing

which lot of Land, together with the hereditaments and appurtenances thereto belonging, the said Party of the first part for himself and his heirs, &c., to the said Party of the second part,

his heirs and assigns, Will Warrant and Forever Defend against the lawful claim of all persons whomsoever by these presents as an indefeasible inheritance in fee simple.

IN TESTIMONY WHEREOF, The said Party of the first part has hereunto set his hand and seal the day and year first above written.

Witness: J. J. Logan
James Bonfort

W. K. Eikle



CERTIFICATE OF TITLE

THIS CERTIFIES:

That the Deed of Conveyance of Hu I. McClung and W.F. Monday,
Executors of the Will of Benjamin Rush Strong

To

University of Tennessee, dated 8th January, 1920, and filed
for record in Register's office of Knox County, 10th January,
1920, at 11:15 A.M. as noted in Note Book No. 16 page 222, vests
in the University of Tennessee, the fee simple merchantable
title to the land, described therein, as follows:

First Civil District of Knox County, Tennessee, fronting
twenty-five feet on the East side of Market Square in the City
of Knoxville, being City number Twenty-four, Market Square and
running back or eastwardly between parallel lines about one
hundred and twenty feet to the alley running east and parallel
with Market Square and being the same property that was convey-
ed to B. R. Strong by W. F. Bogle, by deed dated 20th September,
1880, and of record in the Register's office of Knox County,
Tennessee in Deed Book U Volume 5 page 190.

All taxes and assessments (except state and county, 1919
\$307.50,) against this property to date of this Certificate have
been paid, and there are no unsatisfied liens or other encum-
brances of record outstanding.

This conveyance is made subject to a lease dated 10th
November, 1916, to J.H. Webb & Company the terms of which are
now a matter of public record.

This conveyance purports to be made subject to an agree-
ment made in the Chancery Court of Knox County, Tennessee, in
cause of University of Tennessee vs. Hu.L. McClung et al Rule
Docket Number 17,086.

This January 10, 1920.

KNOXVILLE TITLE COMPANY

By *Norman B. Donnell*
Pres.

attach to 13
No. 111111 Deed 25 x 120 ft
Wm. K. Eckles 17

B.R. to Strong

33

12

6th Ward

Market St

REGISTER'S OFFICE

State of Tennessee,

County of Knox.

Received for Record the 20th

of September A. D. 1887

at 11 o'clock, A.M. and recorded

Book "U" Vol. 3 Page 174

Noted in Note Book Page 150

John J. Martin Register

Fee 1.35

24 Market Square



This Indenture made this
8. day of January 1920 by and between
Hu. L. McClung and W. E. Monday Executors
of the Will of Benjamin Rush Stroup
deceased of Knox County Tennessee
Parties of the First Part and The
University of Tennessee a corpora-
tion under the laws of Tennessee
Party of the second Part

Witnesseth: That that the said
First Parties for and in consider-
ation of the sum of Fifty
Thousand Dollars (\$50,000⁰⁰)
paid as hereinafter set forth and
the receipt of which we
herby acknowledged have
this day bargained and sold
and do hereby convey and confirm
unto the said Party of the second
Part its successors and as-
signs that certain lot or parcel
of ground lying in the First
Civil District of Knox County
Tennessee bounded by



five (25) feet on the East side of
Market Square in the City of
Knoxville being City number
twenty four (24) Market Square
and running back or Eastwardly
between parallel lines about one
hundred and twenty (120) feet to the
alley running East of and parallel
with Market Square and being
the same property that was con-
veyed to Benjamin Rush Strong
by W. H. Eckle by deed dated
the 20 day of September 1880
and recorded in the office of
the Register of Knox County
Tennessee in Book 8 Vol. 3 pages
190 and 191 to which deed reference
is here made for fuller descrip-
tion of said property

To have and to hold unto the said
second Party and its successors
and assigns together with all
rights and appurtenances thereto ap-

under a certain Lease by W. E. Monday
Adminr. to J. H. Webb and Company
for said premises which Lease is
in writing dated the 15 day of November
and in the year
1915 by formal assignment trans-
ferred to the said University
of Tennessee.

This conveyance is made to
the said second Party and is ac-
cepted by it under and in pur-
suance of the terms of the Will
of said Benjamin Rush Strong
and especially Head 26 thereof
except in so far as the same
are modified by the terms and
conditions of the written compro-
mise and agreement between
the University of Tennessee and
certain contesting heirs of Ben-
jamin Rush Strong as set forth
in the decree of the Chancery Court
of Knox County Tennessee in the

other causes consolidated with it,
the said compromise agreement and
decree of Court providing that said
property no. 24 Market Square should
go into and form a part of the
residuary estate of said B. R.
Strong to be divided equally
between the University of Tennessee
and the heirs of said Strong;
and it is agreed and understood
that the University of Tennessee
accepts this conveyance at and for
the sum of Fifty Thousand Dollars
(\$50,000.⁰⁰) and that the said H. L.
McClung and W. E. Munday Executors
&c. shall charge the said sum
of (\$50,000.⁰⁰) against the one half
interest of the said residuary
estate going to the said University.
Witness the hands of the said first
Parties, this the year and date
first above written.

H. L. McClung

State of Tennessee, S.S.
Knox County

Personally appeared before me *Ralph H. Brown*
Notary Public of said County and
State, the within named *legators*
W. L. McClung and H. E. Monday
Executors, of the Will of *B. R. Stroug*,
with whom I am personally ac-
quainted, and who acknowledged
that they executed the within
instrument for the purposes
therein contained.

Witness my hand and officiate seal
at office this 9th day of January
A. D. 1920 *Ralph H. Brown*
Notary Public



This Indenture, MADE this twentieth day of September 1880, between William K. Eekle

of the County of Knox and State of Tennessee, of the one part; and Benjamin Rush Strong of the County of Knox and State of Tennessee, of the other part; **WITNESSETH**, that the said

Party of the first part for and in consideration of Five Thousand Two Hundred and Fifty (5250) Dollars, to him in hand paid, the receipt whereof is hereby acknowledged with **Bargained and Sold**, and by these

presents doth bargain and sell **Convey and Confirm**, to the said Party of the second part, his heirs and assigns **Forever**, a certain lot of parcel of Land, situated in the City of Knoxville, in Tennessee

and as follows:
On the east side of Market Street, between the corner of said Street and the corner of the main street, extending between parallel lines & perpendicular to Market square One Hundred and twenty feet (120 ft) more or less to an alley, bounded on the South by the lot of Oliver W. Gossett, which said Gossett bought of W. B. Rendon on the East by the alley on the West by Market square, & on the North by the property of said first party, now occupied as a store house by J. J. Young, the property here in sold to the house lot now occupied by James W. Guss as a hardware store and the intention of this deed is to convey one half of the North & South of said building, and three feet of the parcel street in front of said building, the house having been set back three feet from the front line of said lot.

Containing which lot of Land, together with the hereditaments and appurtenances thereto belonging, the said Party of the first part for himself and his heirs, &c., to the said Party of the second part, his heirs and assigns, Will Warrant and Forever Defend against the lawful claim of all persons whomsoever by these presents as an indefeasible inheritance in fee simple.

IN TESTIMONY WHEREOF, The said Party of the first part has hereunto set his hand and seal the day and year first above written.

Witness: J. J. Logan W. K. Eekle
Wm. S. Confort



This Indenture made this
8. day of January 1920 by and between
Hu. L. McClung and M. E. Monday Executors
of the Will of Benjamin Rush Stroug
deceased of Knox County Tennessee
Parties of the First Part and The
University of Tennessee a corpora-
tion under the laws of Tennessee
Party of the second Part
Witnesseth: That that the said
First Parties for and in consider-
ation of the sum of Fifty
Thousand Dollars (\$50,000.⁰⁰)
paid as hereinafter set forth, and
the receipt of which is
herby acknowledged have
this day bargained and sold
and do hereby convey and confirm
unto the said Party of the second
Part its successors and as-
signs that certain lot or parcel
of ground lying in the First
Civil District of Knox County
Tennessee, fronting twenty



five (25) feet on the East side of
Market Square in the City of
Knoxville being City number
twenty four (24) Market Square
and running back or Eastwardly
between parallel lines about one
hundred and twenty (120) feet to the
alley running East of and parallel
with Market Square and being
the same property that was con-
veyed to Benjamin Rush Strong
by W. H. Eckle by deed dated
the 20 day of September 1880
and recorded in the office of
the Register of Knox County
Tennessee in Book & Vol. 3 pages
190 and 191 to which deed reference
is here made for fuller descrip-
tion of said property

To have and to hold unto the said
second Party and its successors
and assigns together with all
rights and appurtenances thereto ap-
pertaining including all rights

under a certain Lease by W. E. Monday
Admin re. to J. H. Webb and Company
for said premises which Lease is
in writing dated the 15 day of November
and in this day
1915, by formal assignment trans-
ferred to the said University
of Tennessee.

This conveyance is made to
the said second Party and is ac-
cepted by it under and in pur-
suance of the terms of the Will
of said Benjamin Rush Stroug
and especially Head 26 thereof
except in so far as the same
are modified by the terms and
conditions of the written compro-
mise and agreement between
the University of Tennessee and
certain contesting heirs of Ben-
jamin Rush Stroug as set forth
in the decree of the Chancery Court
of Knox County Tennessee in the
case styled University of Tennessee
vs. H. L. McClung et al. No. 17086 and

other causes consolidated with it,
the said compromise agreement and
decree of Court providing that said
property no. 24 Market Square should
go into and form a part of the
residuary estate of said B. R.
Strong to be divided equally
between the University of Tennessee
and the heirs of said Strong;
and it is agreed and understood
that the University of Tennessee
accepts this conveyance at and for
the sum of Fifty Thousand Dollars
(\$50,000.⁰⁰) and that the said H. L.
McClung and W. E. Monday Executors
v. c. shall charge the said sum
of (\$50,000.⁰⁰) against the one half
interest of the said residuary
estate going to the said University.
Witness the hands of the said First
Parties, this the year and date
first above written.

H. L. McClung,

W. E. Monday
Executors of Will of B. R. Strong.

State of Tennessee S.S.
Knox County

Personally appeared before me *Ralph H. Brown*
Notary Public of said County and
State, the within named bargainors
Mr. L. M. Clug and H. E. Monday,
Executors, of the Will of *B. R. Stroug*,
with whom I am personally ac-
quainted, and who acknowledged
that they executed the within
instrument for the purposes
therein contained.

Witness my hand and official seal
at office this 9th day of January
A. D. 1920

Ralph H. Brown
Notary Public



No.

H. L. McHenry ^{Att}

W. E. Monday

Executors &c.

To 3/3 Deed

Municipality of

Tenniessee

No. *350* REGISTER'S OFFICE

STATE OF TENNESSEE,
KNOX COUNTY.

Received for Record the *10*
of *July*, A. D. 19*20*

at *11* o'clock *A*. M., and returned in
Book No. *312* Page *322*

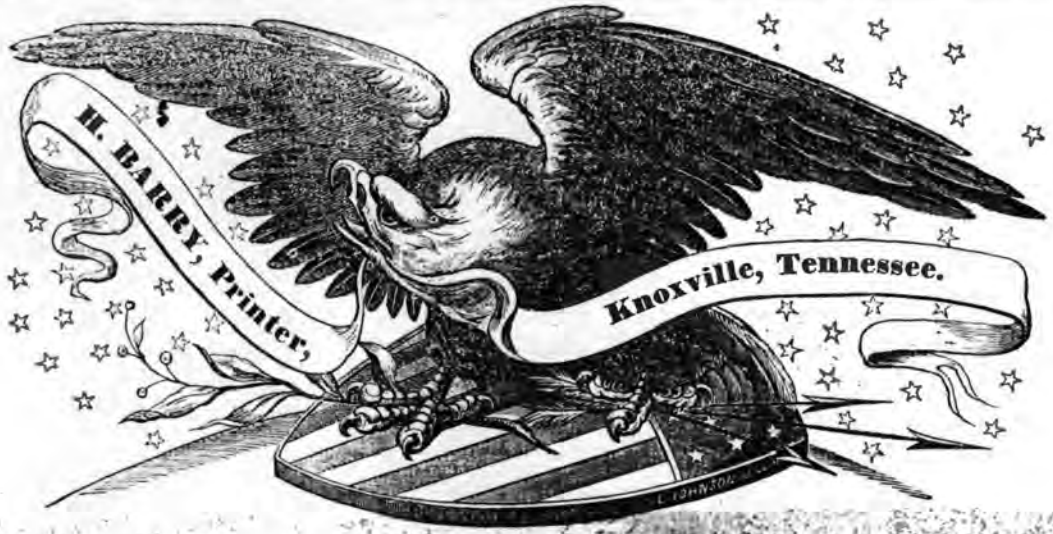
Noted in Note Book *16* Page *77*

Fee \$ *1.50*

Jas. H. Cooper
Registrar.

WEBB BAKER & McDERMOTT
ATTORNEYS AND SOLICITORS
KNOXVILLE, TENN.

delet Ko fee



This Indenture, MADE this Twentieth day of September 1880, between William K. Ecker

of the County of Knox, and State of Tennessee, of the one part; and Benjamin Rush Strong of the County of Knox and State of Tennessee, of the other part; **WITNESSETH**, that the said Party of the first part for and in consideration of Five Thousand Two Hundred and Fifty (\$2500) Dollars, to him in hand paid, the receipt whereof is hereby acknowledged hath **Bargained and Sold**, and by these presents doth bargain and sell **Convey and Confirm**, to the said Party of the second part, his heirs and assigns **Forever**, a certain lot of land + the house there on in Knox County Tennessee

On the East side of Market Place, fronting thereon twenty-five (25 ft.) and running back, Eastwardly between parallel lines & perpendicular to Market Square, One Hundred and twenty feet (120 ft.) more or less, bounded on the South by the lot of Volney S. Gossett, which Gossett bought of M. D. Bearden, on the East by the Alley, on the West by Market Square, & on the North by the property of said first party, occupied as a store house by A. H. Young, the property here in sold the house & lot now occupied by James M. Cruz as a hardware and the intention of this deed is to convey one half of the North & South of said building, and three feet of the parallel street in front of said building, the house having been set back three feet from the front line of said lot,

Containing lot of Land, together with the hereditaments and appurtenances thereto belonging, the said Party of the first part for himself and his heirs, &c., to the said Party of the second part, his heirs and assigns, Will Warrant and Forever Defend against the lawful claim of all persons whomsoever by these presents as an indefeasible inheritance in fee simple.

IN TESTIMONY WHEREOF, The said Party of the first part hath hereunto set his hand and seal the day and year first above written.
 Witness: S. J. Jones W. K. Ecker L.S.T.

STATE OF TENNESSEE, KNOX COUNTY.

PERSONALLY APPEARED before me, *J. J. Lewis* Clerk of
the County Court of said County *A. R. Eckle*

the within named Bargainor with whom I am personally acquainted and who acknow-
ledged that he executed the within instrument for the purposes therein contained.

Witness, my hand at office in Knoxville, this *20* day of *September* 1880

J. J. Lewis Clerk.

[Faint, illegible handwritten text, possibly bleed-through from the reverse side of the page.]

26 x 120 ft
A. R. Eckle

to Strong

3
the ward
Market St.

REGISTER'S OFFICE

for Record, the
20th
Member, A. D. 1880
clock, A.M. and
1700-3 Page 194
Note Book
Mantou Register

125
Market Street