NEW OWNER

F & L Bakery, Inc.
1224 Meridian Street
Nashville, Tennessee

SEND TAX BILLS

Same

MAP-PARCEL NOS.

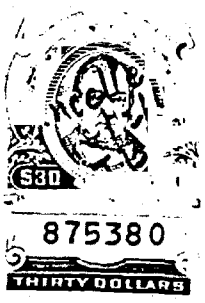
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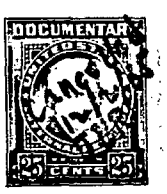
INSTALLMENT DEED

This instrument was prepared by
Bass, Berry & Sims, Attorneys
1000 American Trust Bldg.
Nashville, Tennessee

FOR AND IN CONSIDERATION of the sum of Twenty-Eight Thousand Five Hundred and 00/100 ($28,500.00) Dollars, for which F & L Bakery, Inc., a Tennessee corporation, and Charles T. Levering have executed a promissory note of even date herewith in the principal amount of Twnety-Eight Thousand Five Hundred and 00/100 ($28,500.00) Dollars, bearing interest on the unpaid balance at the rate of Six Percent (6%) per annum, payable to the order of Richland Trust Company, Trustee, an Ohio banking corporation with its principal office in Mansfield, Ohio, in 119 consecutive monthly installments of principal and interest, with the first 118 installments being in the aggregate amount of $320.00 each, and with the last or 119th installment being in the amount of the entire unpaid balance with interest thereon, the first of said installments being due on December 1, 1965, and subsequent installments being due on the same day of each succeeding month thereafter until this note is paid in full, said note being payable at the principal office of Richland Trust Company in Mansfield, Ohio, and providing for payment of attorney's fees, and for securing the payment of said indebtedness, principal, interest, and attorney's fees, a lien is expressly retained on the land herein conveyed, Richland Trust Company, an Ohio Banking corporation with its principal office in Mansfield, Ohio, as Successor Trustee of the Archway Cookies, Inc., Employees Profit Sharing Plan, but no further or otherwise, has this day bargained and sold, and does hereby transfer and convey unto the said F & L Bakery, Inc., its successors and assigns, certain







STATE TAX $ 42.75
PROBATE .50
TOTAL $ 43.25

DEC 10 1965 4:37

R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

CT

PAID DEC 10 1965

real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 137 on the Plan of Benedict Land Company's Subdivision of the Lindsley Tract, as of record in Book 332, page 40, Register's Office for said County.

Said Lot No. 137 fronts 86.5 feet on the westerly side of Meridian Street and extends back between parallel lines with the southerly margin of Douglas Avenue, formerly Ligon Lane, 173-1/2 feet to an alley.

Being property vested in Richland Trust Company as Successor Trustee of Archway Cookies, Inc., Ohio Employees Profit Sharing Plan, the name of said plan having been changed from Warstler-Egly Profit Sharing Plan to Archway Cookies, Inc., Ohio Employees Profit Sharing Plan and the Trustee having been changed from Faith G. Warstler to Richland Trust Company on July 16, 1965, by the Board of Directors of Archway Cookies, Inc., Successor to Warstler & Egly Bakery, Inc.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said F & L Bakery, Inc., its successors and assigns forever. Richland Trust Company as such Successor Trustee, but no further or otherwise, covenants that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered, except for the second installment of 1965 taxes, which have been prorated and will be paid by grantor.

And now, for the purpose of better and more effectually securing the payment of said lien indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt

of which is hereby acknowledged, the said F & L Bakery, Inc., hereinafter referred to as Trustor, hereby transfers and conveys unto J. Brad Reed, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:

Trustor agrees to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company,or companies, for at least the maximum insurable value, until the indebtedness herein secured is fully paid, and to have the loss, if any, made payable on the policy, or policies, to said trustee for the benefit of the lawful owner or holder of said indebtedness as his interest may appear.

Trustor further agrees to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation, and in case the trustee or his successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness,

all the costs and expenses of such appearance or proceedings, together with a reasonable attorney's fee shall be allowed, and be payable by trustor upon demand of the trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said trustee, or the lawful owner and holder of said indebtedness may do any or all of these things and the amounts so paid shall bear 6 percent interest from the date of payment and shall be and become a part of the indebtedness secured hereby.

To insure the payment of insurance and taxes as above provided, trustor agrees to pay at the office of Richland Trust Company, Mansfield, Ohio, on or before the first of every month, a sum equal to one-twelfth (1/12) of the annual fire insurance premium plus one-twelfth (1/12) of the annual taxes on the property hereinabove described.

Now, if trustor shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, keep up repairs, and keep said premises insured, and pay any and all other sums when due, as aforesaid, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any installment thereof, or interest thereon, is not paid promptly at maturity, or if, failing to pay taxes, keep up repairs, or keep said premises insured, or pay said other sums when due, as herein provided, trustor fails to reimburse the trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of said indebtedness,

within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said indebtedness then past due and unpaid, all remaining unpaid indebtedness, and installments thereof, shall become due and payable at once, without notice, and the said trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty-one days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the Courthouse in said County to the highest bidder for cash, at public outcry, free from the equity of redemption, homestead, dower and all other exemptions of every kind, which are hereby expressly waived; and the said trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this trust conveyance. The trustee may, at any time after default in payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him. It is further agreed that, in the event the trustee fails, before selling said property, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the trustee as follows:

1st. To the payment of all costs, charges and expenses of executing this conveyance and enforcing said lien as herein provided; also reasonable attorney's fees for advice in the

premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien; also the expenses of any such litigation.

2nd. To the payment of all taxes which may be unpaid on said premises.

3rd. To the payment of all unpaid indebtedness herein secured, and any and all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to trustors, their order, representatives or assigns.

In case of the death, absence, inability, or refusal to act of said trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said indebtedness, or, if more than one when said indebtedness is represented by notes, then of the first maturing unpaid note, or upon his refusal or failure to so do, then the holder in order of the next maturing notes, is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to the above named trustee shall be vested in said successor.

IN WITNESS WHEREOF the parties to this instrument have

caused their names to be signed hereto by their duly authorized officers, on this the 26 day of November, 1965.

RICHLAND TRUST COMPANY,
SUCCESSOR TRUSTEE OF
THE ARCHWAY COOKIES, INC.,
OHIO EMPLOYEES PROFIT
SHARING PLAN

By _____
Trust Officer

ATTEST:

F & L BAKERY, INC.

By _____
President

ATTEST:

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in This
Document Unsatisfactory When Received.

STATE OF OHIO
COUNTY OF Richland

Personally appeared before me, K. Ruth Maul, a Notary Public in and for the aforesaid State and County, John H. Stearns and E. H. Kennedy Jr., with whom I am personally acquainted, and who upon oath, acknowledged themselves to be the V.P. and Trust Officer, and V.P. & Sec.Treas., respectively, of Richland Trust Company, an Ohio banking corporation, the within named bargainor, and that they as such officers, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation thereto by John H. Stearns as V.P. & Trust Officer, and attesting the same by E. H. Kennedy Jr. as V.P. & Sec.Treas., and affixing the corporate seal thereto.

Witness my hand and official seal at Mansfield, Ohio, this 26 day of November, 1965.

K. Ruth Maul
Notary Public

My Commission Expires:

K. RUTH MAUL
NOTARY PUBLIC, RICHLAND COUNTY, OHIO
My Commission Expires Aug. 5, 1969

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, MARY ANN LLOYD,
a Notary Public in and for the aforesaid State and County,
CHARLES T. LEVERING and JUANITA FITZGERALD,
with whom I am personally acquainted, and who upon oath,
acknowledged themselves to be the PRESIDENT,
and SECRETARY, respectively, of F & L Bakery,
Inc., the within named bargainor, and that they as such officers,
being authorized so to do, executed the foregoing instrument
for the purposes therein contained by signing the name of the
corporation thereto by CHARLES T. LEVERING as
PRESIDENT, and attesting the same by
JUANITA FITZGERALD as SECRETARY,
and affixing the corporate seal thereto.

Witness my hand and official seal at Nashville,
Tennessee, this 30th day of November,
1965.

Mary Ann Lloyd
Notary Public

My Commission Expires:
Dec. 19, 1969

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09859

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

DEC 10 11 13 AM '65
NOTE: BOOK 113 PAGE 155
RECORDING FEE $ 5.35
DEP. REG. m

LAW OFFICES
BASS, BERRY & SIMS
SUITE 1000 AMERICAN TRUST BLDG.
NASHVILLE 3, TENNESSEE