ne and Address of new Owner:
rt's Oil Company, Inc.
2 South 11th Street
awton, Oklahoma

Send Tax Statements:
(same)

This instrument prepared by
COSS, JOHNSON & EDWARDS
ATTORNEYS AT LAW
302 3rd AVENUE NORTH
NASHVILLE, TENNESSEE 37201

BOOK 4080 PAGE 330

INSTALLMENT DEED

Map 94-10 Par. 18 - 18.1

For and in Consideration of the sum of -$26,300.00-

Twenty six thousand three hundred and----------no/100 Dollars,

of which ----------($8,000.00)--Eight thousand and--------no/100 Dollars,

has been paid in cash by Curt's Oil Company, Inc., an Oklahoma Corporation, domesticated to do business in Tennessee

the receipt of which is hereby acknowledged, and for the remainder -$18,300.00-

Eighteen thousand three hundred and----------no/100 Dollars,

the said Curts Oil Company, Inc., an Oklahoma Corporation, domesticated to do business in Tennessee, have executed their on promissory note of even date in the amount of $18,300.00, payabl in 36 equal monthly payments of $556.73 each, at 6% interest on unpaid balance. Buyer has privilege of paying unpaid balance at anytime prior to end of contract without pre-payment penalty. Said note payable to the order of Harry S. Overby and wife, Ethel W. Overby








all of said notes bearing six per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, Harry S. Overby and wife, Ethel W. Overby

have this day bargained and sold, and do hereby transfer and convey unto the said Curt's Oil Company, Inc., an Oklahoma Corporation, domesticated to do business in Tennessee, its successors and assigns certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being parts of Lots Nos. 9, 10 and 11 on the Plan of D. S. Williams Subdivision of Lot No. 1, G. A. Washington Lands, as of record in Book 161, page 159, Register's Office for said County, the said Lot No. 11 on said plan also appearing as Lot No. 4 in the Subdivision of the Georgia Industrial Realty Company's South Nashville property, as of record in Book 421, page 187, Register's Office for said County, and being described according to a copy of a survey by William Collier Parrish, Associates, Civil Engineers, dated December 17, 1965, as follows:

BEGINNING at a concrete monument in the northerly line of the Lebanon Road, as widened, in the line between Lots Nos. 8 and 9 on said D.S. Williams plan (Supra) 54 feet from the center line of Lebanon Road and 18 feet from the top of the present existing shoulder of said Road; thence westwardly 100 feet to an iron stake at the beginning of a curve to the right; thence around said curve northwestwardly 163 feet to a 2" iron pipe 57.7 feet from the center line of Lebanon Road and 28 feet from the top of the shoulder of said Road, said iron pin being also in the southerly line of an 80 foot easement for a city water mainl thence with the southerly line of said easement and a curve to the left northeastwardly 167 feet to an iron stake located 25.5 feet from a 36' water main; thence continuing with the curve of said easement northeastwardly 116 feet to a point in the line between Lots Nos. 8 and 9; thence with the line between said Lots 8 and 9, southwardly 143 feet to the point of the beginning.

BEING the same property conveyed to Harry Overby dy deed from General Outdoor Realty Company, of record in Book 3534, page 351, Register's Office for Davidson County, Tennessee, and being the same property conveyed to Harry S. Overby and wife, Ethel W. Overby, by deed from Georgia Industrial Realty Company, of record in Book 3405, page 602, Register's Office for Davidson County, Tennessee.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Curt's Oil Company, Inc., an Oklahoma Corporation, domesticated to do business in Tennessee, its successors ~~heirs~~ and assigns forever. We covenant that we are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

We further covenant and bind ourselves/our heirs and representatives, to warrant and forever defend the title to said real estate to said Curt's Oil Company, Inc., an Oklahoma Corporation, domesticated to do business in Tennessee, its successors ~~heirs~~ and assigns, against the lawful claims of all persons.

And now, for the purpose of better and more effectually securing the payment of said lien notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to ____ in hand paid, _____, the said Curt's Oil Company, Inc., an Oklahoma Corporation, domesticated to do business in Tennessee,

do hereby transfer and convey unto L. Kenneth Johnson, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

_____, the said Curt's Oil Company, Inc., an Oklahoma Corporation, domesticated to do business in Tennessee, do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company or companies for at least the sum of $ actual value until the notes herein secured are fully paid, and to have the loss, if any, made payable on the policy or policies to said Trustee for the benefit of the lawful owner and holder of said notes, as his interst may appear.

Trustors further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case Trustors fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment.

Now, if _____, the said Curt's Oil Company, Inc., an Oklahoma Corporation shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if it fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; If it _____ fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended ~~by said Trustee~~, or lawful owner and holder of said notes, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said notes, or any of said notes then past due and unpaid, all remaining unpaid notes shall become due and payable at once, without notice, and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the Court House in said county to the highest bidder for cash, at public outcry, free from the equity of redemption, 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. Trustors agree, that the Trustee may, at any time after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. Trustors further agree that, in the event the Trustee fails, before selling said property, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the Trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

1st. - To the payment of all costs, charges and expenses of executing this conveyance and enforcing said lien as herein provided; also reasonable attorney's fees for advice in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien; also the expenses of any such litigation.

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

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

4th. The residue, if any, will be paid to Trustors representatives or assigns.

In case of the death, absence, inability or refusal to act of said Trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said lien notes, or, if more than one, then of the first-maturing unpaid note, is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to L. Kenneth Johnson, Trustee, shall be vested in said successor.

Said Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said Harry S. Overby and wife, Ethel W. Overby and Thurman Curtsinger, President of Curt's Oil Company, Inc. hereunto set our hands at Nashville, Tennessee, this the 12 day of January 19 66

Harry S. Overby

Harry S. Overby

Ethel W. Overby

Ethel W. Overby

CURT'S OIL COMPANY, INC.

By Thurman Curtsinger
President

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Harry S. Overby and wife, Ethel W. Overby

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

Witness my hand and official seal at Nashville Tennessee, this 12th day of January, 1966.

E. L. Edwards, Notary Public.

Commission Expires 7-27-66

STATE OF _____
_____ County.

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

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

Witness my hand and official seal at _____ this _____ day of _____, 19____

_____, Notary Public.

Commission Expires _____

BOOK 4000 PAGE 333

STATE OF TENNESSEE
Davidson County

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Thurman Curtsinger and _____ with whom I am personally acquainted and who upon (his oath) (himself) acknowledged ~~themselves~~ to be the President and _____ respectively of the Curt's Oil Company, Inc., an Oklahoma Corporation the within named bargainor, a corporation, and that (he) as such President and _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said Thurman Curtsinger as such President, and attesting the same by the said _____ as such _____

Witness my hand and official seal at office at Nashville, Tennessee on this the 12th day of January, 19 66

My commission expires 7-27-66

E. L. Edwards
Notary Public

INSTALLMENT DEED

FROM

Harry S. Overby, et ux

TO

Curt's Oil Company, Inc., an Oklahoma Corporation

Attorneys Title Company
Title Guaranteed

NASHVILLE, TENN.

22201

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN.

MAR 28 11 49 AM '66

NOTED: BOOK 113 PAGE 716
RECORDING FEE $ 2.75
DEP. REG. 22

STATE TAX $ 50
PROBATE
TOTAL $ 3.25

MAR 28 1966

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

PAID MAR 28 1966