Send Tax Notices to: Alvin ...,
267 White Bridge Road
Nashville, Tennessee.

BOOK 4093 PAGE 232

INSTALLMENT DEED Map-Parcel No. 102 4 96 - 8DA 43200

For and in Consideration of the sum of ($12,450.00)

Twelve Thousand Four Hundred Fifty and No/100 - - - - - - - - - Dollars,

of which ($2,500.00) Two Thousand Five Hundred and No/100 - - - - - Dollars,

has been paid in cash by Alvin W. Terrell and Son, Inc., a Tennessee corporation,

the receipt of which is hereby acknowledged, and for the remainder ($9,950.00)

Nine Thousand Nine Hundred Fifty and No/100 - - - - - - - - - - Dollars,

the said Alvin W. Terrell and Son, Inc., has executed its installment deed note in the principal sum of ($9,950.00) Nine Thousand Nine Hundred Fifty and No/100 Dollars, with interest at the rate of six percent per annum, payable to the order of Consolidated Developments, Inc., in monthly installments of ($250.00) Two Hundred Fifty and No/100 Dollars, which includes principal and interest, the first payment being due February 10, 1967, and another payment on the tenth day of each month thereafter until principal and interest are paid in full.

Grantee may pay balance in full at any time with no prepayment fee.

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, Consolidated Developments, Inc., a Tennessee corporation, has this day bargained and sold, and do hereby transfer and convey unto the said Alvin W. Terrell and Son, Inc., a Tennessee corporation, its successors and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in the Eighth Civil District of Davidson County, Tennessee, described according to a survey by Turner Engineering Company, Inc., dated November 23, 1966, as follows:

Beginning at an iron pin in the northerly margin of Old Hickory Boulevard or Cleece's Ferry Road at its intersection with the southeasterly margin of the right of way of Interstate Highway 40; thence with said margin of said Highway North 44° 03' East 908.8 feet to an iron pin in the southwesterly line of the property conveyed to Alvin W. Terrell and Son, Inc., by deed from Paul J. Bass and wife, of record in Book 3967, page 61, Register's Office for Davidson County, Tennessee; thence with Terrell's said line South 48° 27' East 180.9 feet to a point; thence South 50° 10' East 11.5 feet to an iron pin at the northwest corner of the property conveyed to A. B. Pratt and wife et al of record in Book 1851, page 583, said Register's Office; thence with Pratt's northwest line South 46° 03' West 832.5 feet to an iron pin in the northeast margin of Old Hickory Boulevard or Cleece's Ferry Road; thence with the margin of same and along an arc of a curve to the left with a radius of 746.2 feet northwestwardly 68.0 feet to a point; thence continuing with said margin North 74° 35' West 116.1 feet to the point of beginning, containing 3.52 Acres, more or less.

Being part of the same property conveyed to Consolidated Developments, Inc., by deed from Charles M. Moss, and wife, Elizabeth Y. Moss, and Joe P. Moss and wife, Ruth W. Moss, of record in Book 3282, page 406, Register's Office for Davidson County, Tennessee.

This instrument prepared by: T. C. Summers Company, Inc.
745 Berry Road
Nashville, Tenn. 37204

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Alvin W. Terrell and Son, Inc., its successors and Consolidated Developments, Inc., assigns forever, ~~_____~~ covenant that it is lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered., except for 1967 taxes, which are assumed by the grantee. It further covenant and binds itself, its successors heirs and representatives, to warrant and forever defend the title to said real estate to said Alvin W. Terrell and Son, Inc., its successors 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 it in hand paid, _____, the said Alvin W. Terrell and Son, Inc., does hereby transfer and convey unto W. Raymond Denney, 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 Alvin W. Terrell and Son, Inc., does 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 $ ///////// 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.

It 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 it fails 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 Alvin W. Terrell and Son, Inc., 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; it fails 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. It agrees, 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. It further agrees 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 Alvin W. Terrell and Son, Inc., its 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 W. Raymond Denney, 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 Consolidated Developments, Inc., and Alvin W. Terrell and Son, Inc., hereunto set our hands at Nashville, Tennessee, this the 10th day of January 1967

CONSOLIDATED DEVELOPMENTS, INC.

Attest:

Thomas C. Summers

W.E.Richardson, Jr.,Sec'y.

Thomas C. Summers, President

ALVIN W. TERRELL AND SON, INC.

B.W. Terrell

B. W. Terrell, Vice President

STATE OF TENNESSEE
Davidson County

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

State of Tennessee)
County of Davidson)

Before me, Verna B. Curley, A Notary Public within and for the State and County aforesaid, personally appeared B. W. Terrell, with whom I am personally acquainted and who upon his oath acknowledged himself to be the Vice President of Alvin W. Terrell and Son, Inc., the within named bargainor, a corporation, and that he as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said B. W. Terrell, as such Vice President.

Witness my hand and official seal at office at Nashville, Tennessee, on this the 10th day of January, 1967.

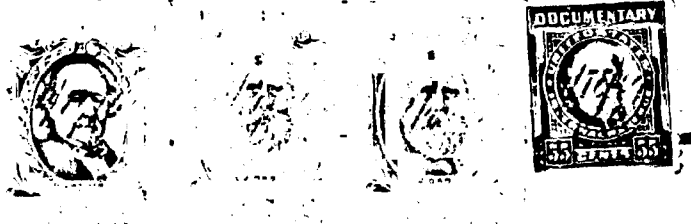
Verna B. Curley

Notary Public

My commission expires 10/21/68.

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

_____, Notary Public.



STATE OF TENNESSEE
Davidson County

Before me, Verna B. Curley, a Notary Public within and for the State and County aforesaid, personally appeared Thomas C. Summers and W. E. Richardson, Jr., with whom I am personally acquainted and who upon (their several oaths) acknowledged (themselves) to be the President and Secretary respectively of the Consolidated Developments, Inc., the within named bargainor, a corporation, and that (he) (they) as such President and Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said Thomas C. Summers as such President, and attesting the same by the said W. E. Richardson, Jr., as such Secretary.

Witness my hand and official seal at office at Nashville, Tennessee on this the 10th day of January, 1967

My commission expires 10/21/68

Verna B. Curley
Notary Public

(Mail - T. C. Summers Co., 745 Berry Road)

INSTALLMENT DEED

FROM Consolidated Developments, Inc.

TO Alvin W. Terrell and Son, Inc.

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

57061

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

JAN 13 11 12 AM '67
NOTED: BOOK 115 PAGE 601
RECORDING FEE $ 2.75
DEP. REG. ____

STATE TAX $ 18.68
PROBATE .50
TOTAL $ 19.18

JAN 13 1967
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

PAID JAN 13 1967

STATE TAX $ 7.95
PROBATE .50
TOTAL $ 8.45

JAN 13 1967
R. E. WORRALL
COUNTY COURT CLERK
DAVIDSON COUNTY, TENN.

PAID JAN 13 1967