BOOK 4129 PAGE 582

Map 135-1
Par. 99
PW

INSTALLMENT DEED

New Owners: Thornton Oil Company of Kentucky, Inc, P.O. Box 286, New Albany, Indiana 47150

Tax notices to: Same

Parcel 2D-710

For and in Consideration of the sum of ----------($75,000.00)----------

Seventy Five Thousand and no/100----------Dollars,

of which Twenty Thousand($20,000.00)----------Dollars,

has been paid in cash by Thornton Oil Company of Kentucky, Inc.

the receipt of which is hereby acknowledged, and for the remainder Fifty Five Thousand ($55,000.00)----------Dollars,

the said Thornton Oil Company of Kentucky, Inc. has executed their Four(4) Installment Notes of Thirteen Thousand Seven Hundred Fifty($13,750.00)Dollars each. One Note payable to Eugene Pargh and wife, Madeline Pargh; One Note payable to Gerald Averbuch and wife, Blossom Averbuch; One Note payable to Martin Zeitlin and wife, Shirley Zeitlin and One Note payable to Barry Zeitlin and wife, Linda Zeitlin. Each of these four notes are due and payable in Five(5) equal annual installments of Twenty Seven Hundred Fifty($2,750.00)Dollars each on the First of May of each year, beginning May 1,1968 with interest at the rate of 6% per annum, payable annually on said paying dates. All payments will be applied first to the payment of interest with the remainder applied on the principal, with the right of the maker of said Notes to prepay all or any part of said notes without premium or penalty

This Instrument was prepared by:
DODSON BATSON, Attorney
702 First Amer. Nat'l Bk. Bldg.
Nashville, Tennessee

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, We, Eugene Pargh and wife, Madeline Pargh; Gerald Averbuch and wife, Blossom Averbuch; Martin Zeitlin and wife, Shirley Zeitlin and Barry Zeitlin and wife, Linda Zeitlin have this day bargained and sold, and do hereby transfer and convey unto the said Thornton Oil Company of Kentucky, Inc. its successors ~~heirs~~ and assigns, certain real estate in Davidson County, Tennessee, as follows:

Being Lot No. 1 on the Plan of Town Park Estates, Section II, of record in Book 4060, page 18, Register's Office for said County, as follows:

BEGINNING at a monument located in the southerly margin of Murfreesboro Pike, said monument being the point of intersection of the easterly margin of Town Park Drive with the southerly margin of Murfreesboro Pike; thence along the southerly margin of Murfreesboro Pike, South 55°03' East 67.65 feet, more or less to a monument; thence continuing with said margin of Murfreesboro Pike, South 54°36' East 127.35 feet, more or less to a point; thence leaving the southerly margin of Murfreesboro Pike, South 34°57' West 150 feet, more or less to a point; thence North 54°47'44" West 225 feet, more or less to a point in the easterly margin of Town Park Drive; thence with said margin of Town Park Drive, North 34°57' East 120 feet, more or less to a monument at the beginning of a curve having a 30-foot radius; thence northeasterly with said curve, 47.15 feet, more or less to the monument located in the southerly margin of Murfreesboro Pike, the point of beginning,

containing approximately 0.773 acres.

Being part of the property conveyed to Eugene Pargh and wife, Madeline Pargh; Gerald Averbuch and wife, Blossom Averbuch; Martin Zeitlin and wife, Shirley Zeitlin and Barry Zeitlin and wife, Linda Zeitlin by deed from Ruby King McLaughlin, et al to Eugene Pargh, et al, of record in Book 3795, page 364 and by deed from Eugene Pargh, et al to Barry Zeitlin and wife, Linda Zeitlin of record in Book 3815, page 245, said Register's Office.

1967 taxes have been prorated and are assumed by the Purchaser.

Sellers further transfer easement for sub-soil sewage disposal as set out in Note No. 2 of the recorded Plat, as follows:

" I hereby certify that I am the owner of the property shown as reserved Parcel # 2 as shown on Town Park Estates, of record in Book 3300, page 65, Register's Office for Davidson County, Tennessee, and dedicate the easement as shown for sub-soil sewage disposal for the use and benefit of the record owners of Lot No. 1 required by the Metropolitan Health Department. When sanitary sewers are accessible to said Lot No. 1 and upon approval of the Metropolitan Health Department this area is to be abandoned for the herein described use".

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Thornton Oil Company of Kentucky, Inc. 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 Thornton Oil Company of Kentucky, Inc. 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 us in hand paid, _____, the said Thornton Oil Company of Kentucky, Inc. _____

do hereby transfer and convey unto Dodson Batson, 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 Thornton Oil Company of Kentucky, Inc.

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 $ 10,000.00 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 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 Thornton Oil Company of Kentucky, 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~~ Any grantor herein is hereby authorized to release the lien herein retained upon payment in full of all of the notes. 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 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. It 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. It 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 Thornton Oil Company of Kentucky, Inc., representatives or assigns.

*by registered mail to Thornton Oil Company of Kentucky, Inc., and

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 Dodson Batson, 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 Eugene Pargh and wife, Madeline Pargh; Gerald Averbuch and wife, Blossom Averbuch; Martin Zeitlin, acting by and through his Attorney-In-Fact, Shirley Zeitlin by power of attorney of record in Book 4105, page 137, Register's Office for Davidson County, Tennessee and wife, Shirley Zeitlin; Barry Zeitlin and wife, Linda Zeitlin have hereunto set our hands at Nashville, Tennessee, this 5th day of May, 1967, and;

IN WITNESS WHEREOF, Thornton Oil Company of Kentucky, Inc. has caused this instrument to be executed by its duly authorized Officer this 5th day of May, 1967.

Eugene Pargh
Eugene Pargh

Madeline Pargh
Madeline Pargh

Gerald Averbuch
Gerald Averbuch

Blossom Averbuch
Blossom Averbuch

Martin Zeitlin by Attorney-in-fact Shirley Zeitlin
Martin Zeitlin by Attorney-In-Fact, Shirley Zeitlin

Shirley Zeitlin
Shirley Zeitlin

Barry Zeitlin
Barry Zeitlin

Linda Zeitlin
Linda Zeitlin

THORNTON OIL COMPANY OF KENTUCKY, INC. SEAL

ATTEST: Robert L. Sloss
Robert L. Sloss, Secretary

Thornton Oil Company of Kentucky, Inc.

BY James H. Thornton
James H. Thornton, President

STATE OF TENNESSEE
Davidson County

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Personally appeared before me, Ellouise Bailey, a Notary Public in and for said County and State, the within named Eugene Pargh and wife, Madeline Pargh; Gerald Averbuch and wife, Blossom Averbuch; Shirley Zeitlin; Barry Zeitlin and wife, Linda Zeitlin

the bargainor S, 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 5th day of May, 1967

Commission Expires 1-24-70

Ellouise Bailey Notary Public.

STATE OF TENNESSEE

COUNTY OF DAVIDSON

On this 5th day of May, 1967, before me personally appeared Shirley Zeitlin, to me known to be the person who executed the foregoing instrument in behalf of Martin Zeitlin and acknowledged that she executed the same as the free act and deed of the said Martin Zeitlin.

Witness my hand and official seal at Nashville, Tennessee, this 5th day of May, 1967.

My commission expires: 1-24-70

Ellouise Bailey
Notary Public

BOOK 4129 PAGE 587

STATE OF ~~TENNESSEE~~ KENTUCKY
Jefferson County

Before me, Ruth M. Bowers, a Notary Public within and for the State and County aforesaid, personally appeared James H. Thornton and Robert L. Sloss with whom I am personally acquainted and who upon (their several oaths) acknowledged (themselves) to be the President and Secretary respectively of the Thornton Oil Company of Kentucky, Inc. the within named bargainor, a corporation, and that (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 James H. Thornton as such President, and attesting the same by the said Robert L. Sloss as such Secretary.

Witness my hand and official seal at office at Louisville, Kentucky, on this the 1st day of May, 1967.

My Commission expires Sept. 1, 1968

Ruth M. Bowers
Notary Public
Jefferson County, Kentucky



INSTALLMENT DEED

FROM EUGENE PARGH, ET UX, ET AL

TO THORNTON OIL COMPANY OF KENTUCKY INC.

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

71034

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

MAY 10 1 57 PM '67

NOTED: BOOK 116 PAGE 386
RECORDING FEE $ .30
DEP. REG. C

STATE TAX $ 112.50
PROBATE .50
TOTAL $ 113.00

MAY 10 1967 PAID MAY 10 1967

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

STATE TAX $ 53.00
PROBATE .50
TOTAL $ 53.50

MAY 10 1967 PAID MAY 10 1967

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