BOOK 4210 PAGE 44

Installment Deed

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

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Red Ace Petroleum Company, Inc.	SAME	8DA 9640
(NAME:)	(NAME:)	80-16
405-45th Avenue, North		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	12W 25870
Nashville, Tennessee 37209		91-2-19
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Sixty Five Thousand ($65,000.00)----- *Dollars,*

of which Thirteen Thousand ($13,000.00)----- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Fifty Two Thousand ($52,000.00) *Dollars,*

Red Ace Petroleum Company *has executed*

and delivered a promissory note dated February 6, 1968, payable in installments, in accordance with the terms and tenor thereof,

STATE TAX $ 169.00
PROBATE .50
TOTAL $ 169.50

FEB 7 1968

FELIX Z. WILSON, II
COUNTY REGISTER
DAVIDSON COUNTY, TENN.

STATE TAX $ 50.00
PROBATE .50
TOTAL $ 50.00

FEB 7 1968

FELIX Z. WILSON, II
COUNTY REGISTER
DAVIDSON COUNTY, TENN.

and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney fees, a lien is expressly retained on the land herein conveyed, Murphy Oil Corporation,

a Delaware corporation,

has
~~have~~ *this day bargained and sold, and do hereby transfer and convey unto the said* Red Ace Petroleum Company, Inc.,

its *(successors),* ~~heirs~~ *and assigns,*

certain real estate in Davidson County, Tennessee, as follows:

TRACT 1: Land in the 8th, formerly the 12th, Civil District of Davidson County, Tennessee, being Tract "A" as shown on a survey made by William Collier Parrish Associates, Civil Engineers, January 30, 1964, revised February 26, 1964. Said Tract "A" is described as follows:

Beginning at the Northwesterly margin of 63rd Avenue, North; thence with said Avenue South 32° 01' West 96.21 feet to the Northeasterly line of the property conveyed to Southern Facilities, Inc., by deed from Murphy Oil Corporation of record in Book 3704, page 22, in Register's Office of said County; thence North 59° 47' West, 93.50 feet; thence South 32° 02' West, 51.50 feet; thence North 57° 29' West, 29.8 feet; thence North 31° 26' East, 21.25 feet; thence North 58° 23' West, 15.55 feet; thence North 32° 30' East, 47.40 feet; thence North 59° 17' West, 27.23 feet; thence North 33° 19' East, 39.47 feet; thence North 63° 20' West, 27.96 feet; thence North 17° 55' East, 89.28 feet; thence North 53° 21' East, 70.0 feet to Southwesterly margin of Centennial Boulevard; thence with said Boulevard South 27° 04' East, 138.01 feet; continuing with said Boulevard line on a curve with a radius of 517.14 feet; 79.13 feet to the point of beginning, containing 0.702 acres, more or less.

STATE OF ~~TENNESSEE~~ ARKANSAS)
COUNTY OF ~~DAVIDSON~~ UNION)

The actual consideration or value whichever is greater, for this transfer is $65,000.00

Affiant

Subscribed and sworn to before me, this the 24th day of January, 1968.

Janice King
Notary Public

My commission expires 1-9-72
(Affix Seal)

Said property being a part of the real property conveyed to Ingram Products Company, a Delaware corporation, by deed from Ingram Products Company, a Tennessee corporation, dated July 23, 1951, filed November 7, 1951 and recorded in Book 2027, page 66, Register's Office for Davidson County, Tennessee. Said Ingram Products Company's name being changed to Ingram Oil and Refining Company on August 10, 1959 which merged with Murphy Corporation, a Louisiana corporation, on September 11, 1961, which merged with Murphy Oil Corporation, a Delaware corporation, effective January 1, 1964.

Together with any and all rights, privileges, easements, licenses, interests and improvements of every kind and character in any way pertaining or pertinent to the above described properties.

TRACT 2: A certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit: Land in Davidson County, Tennessee, being Lot No. 19 in the Subdivision of Block "C" on the Map of Cherokee Park Subdivision, as of record in Book 161, page 75, Register's Office for said County.

Said Plan shows Block "C" but does not show the subdivision of said Block. According to an unregistered plan subdividing said Block "C" into small lots, said Lot 19 fronts 50 feet on the northerly side of New York Avenue and extends back between parallel lines with the easterly margin of 63rd Avenue, North, Formerly 22nd Street, 160 feet to an alley.

Said property was conveyed to Murphy Corporation, a Louisiana corporation, by a deed from Archie Guy Lackey and wife, Louise Lackey, dated February 13, 1962 filed February 15, 1962 and recorded in Book 3342, page 41, Register's Office, Davidson County, Tennessee; said Murphy Corporation was merged with Murphy Oil Corporation, a Delaware corporation, effective January 1, 1964.

Together with any and all rights, privileges, easements, licenses, interests and improvements of every kind and character in any way pertaining or pertinent to the above described properties.

Tract 1 - 6301 Centennial Blvd.

This is unimproved ( ) improved (X) property, known as Tract 2 - 6218 New York Ave.
(House Number) (Street) P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Red Ace Petroleum Company, Inc. *its (successors), and assigns forever.* Grantor's *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 the lien herein created and retained and except for Metro Taxes for 1967 and 1968 which have been prorated and assumed by Grantee.

Murphy Oil Corporation *further covenants and binds* itself, its successors and assigns *to warrant and forever defend the title to said real estate to said* Red Ace Petroleum Company, 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 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 acknowledged, the said Red Ace Petroleum Company, Inc., *hereinafter referred to as trustors, hereby transfer and convey unto* F. A. Berry, Jr., *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:*

Trustors 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 the sum of $....., or 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.

Trustors further agree 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 trustors 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.

Now, if trustors 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, trustors fail 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 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. The trustee may, at any time after default in the 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 so to 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.

The word "Trustors" when used herein shall apply to parties both singular and plural.

IN WITNESS WHEREOF the parties to this instrument have signed their names, and the corporate party has caused its name to be signed hereto by its duly authorized officers, on this the 24th *day of* January, *19* 68

Attest:
Assistant Secretary

Murphy Oil Corporation
By: Vice President

Attest:
Secretary

Red Ace Petroleum Company, Inc.
By:
Vice President

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, ..., a Notary Public in and for said County and State, ...

the within named 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.....Tennessee, this.....day of....., 19.....

.....*Notary Public*

Commission expires.....

STATE OF .....
COUNTY OF .....

Personally appeared before me, ..., *a Notary Public in and for said County and State,* .....

.....

the within named 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.....

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Mary Ann Lloyd, *a Notary Public of the State and County aforesaid, personally appeared* James W Perkins Jr. and Wilma Yates, *with whom I am personally acquainted, and who, upon oath, acknowledged* themselves *to be* Vice President and Secretary *of the* Red Ace Petroleum Company, Inc. *the within named bargainor, a corporation, and that* they *as such* Vice President and Secretary, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* themselves *as* Vice President and Secretary

Witness my hand and seal, at office in Nashville, Davidson County, Tennessee
this 4th *day of* January Feb., 1968

Mary Ann Lloyd, *Notary Public*

Commission expires Aug. 19, 1969

STATE OF ARKANSAS)
COUNTY OF UNION)

Before me, Janis King, a Notary Public of the State and County aforesaid, personally appeared John L. Solomon and Edward P. Jones, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be Vice President and Assistant Secretary of Murphy Oil Corporation, the within named bargainor, a corporation, and that they as such Vice President and Assistant Secretary, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by themselves as Vice President and Assistant Secretary.

Witness my hand and seal, at office in El Dorado, Arkansas, this 24th day of January, 1968.

Janis King
Notary Public

Commission expires 1-9-71

INSTALLMENT DEED

FROM
Murphy Oil Corporation

TO
Red Ace Petroleum Company, Inc.

05006

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

FEB 7 1 29 PM '68
NOTE/D. BOOK 118 PAGE 230
RECORDING FEE $ 6.00
DEP. REG. R

Compliments of
GUARANTY TITLE
Office of
CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE