This instrument prepared by: George P. Linebaugh, Jr., Atty.
200 Court Square Building
300 James Robertson Parkway
Nashville, Tennessee 37201

(3)

Send tax Bills to:
Ram-Tenn.Inc.
106 Dover Road
West Memphis, Arkansas

Map 106
Par. 70

INSTALLMENT DEED

BOOK 4279 PAGE 354

For and in consideration of the sum of One Hundred Twenty-Five Thousand, Ten and no/100 ($125, 010.00) Dollars, of which Ten ($10.00) Dollars has been paid in cash by the Grantee hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said Grantees have executed one note of even date herewith in the principal amount of $125,000.00 and is to be paid in the following manner: $10,000.00 principal plus interest is to be paid annually for the first four (4) years beginning at the date of this deed, then $85,000.00 principal plus interest is to be paid five (5) years from the date of this deed with interest at the rate of six (6%) per cent on all unpaid balances (There will be no penalty for pre-payment of this note at any time.), and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed, we, Marcellus G. Harsh and wife Mary Harsh, and Alliene Harsh Jackson, a widow, hereinafter called the Grantors, have this day bargained and sold, and do hereby transfer and convey unto the said Ram-Tenn, Inc., hereinafter called Grantee, its successors and assigns, certain real estate in Davidson County, Tennessee, as follows: Land in the Third Civil District of Davidson County, Tennessee, and more particularly described as follows:

TRACT #1

Beginning at an iron pin located in the northerly margin of Murfreesboro Road, 200 feet S 48° 40' E of the intersection of the northerly margin of Murfreesboro Road and the easterly margin of Spence Lane; thence south 48° 40' east 150 feet to a point; thence north 24° 42' east 200 feet to a point; thence north 48° 40' west 150 feet to a point; thence south 24° 42' west 200 feet to the point of beginning.

TRACT #2

Beginning at a concrete monument in the northerly margin of Murfreesboro Road, 526 feet S 48° 40' E of the intersection of the northerly margin of Murfreesboro Road and the easterly margin of Spence Lane; thence north 48° 40' west 126 feet to a point; thence north 24° 42' east 200 feet to a point; thence south 48° 40' east 185 feet, more or less, to a point on the property line between the property of the Grantors herein and the property described in Book 3074 at Page 556 of the Register's Office of Davidson County, Tennessee; thence south 40° 45' west 200 feet to the point of beginning.

Being part of the same property vested in Marcellus G. Harsh as to 5/8ths undivided interest as follows: by two deeds from Elizabeth Harsh, et al, of record in Book 3278, Page 101, and in Book 3280, Page 385; by deed from Tennessee L. Harsh, of record in Book 3127, Page 435; and as Devisee under the Will of R. N. H. Harsh, whose Will is of record in Will Book 52, Page 430; and in Alliene Harsh Jackson as to 3/8ths undivided interest by the above two deeds in Book 3278, Page 101 and in Book 3280, Page 385; and as Devisee under the above Will of record in Will Book 52, Page 430.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, its successors 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 the said real estate to said Grantee, 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 us in hand paid, we, the said Grantee herein do transfer and convey unto George P. Linebaugh, Jr., Trustee, his successors and assigns, the real estate hereinabove described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We,

the said Grantee, 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 $_____ _____ 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 interest may appear. We 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 we 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 we, the said Grantee, 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 we fail to pay any 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; we 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 conveyance. We 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. We 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 the 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 advise 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 the Grantee herein, its successors and 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 the said 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 Grantors and Grantee, have hereto set our hands this the 16th day of October, 1968.

Marcellus G. Harsh

Mary Harsh

RAM-TENN, INC.

by: B. F. Greenwood, President

Attest: J. A. Heath, Secretary-Treas.

Alliene Harsh Jackson

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, L. D. Richards, a Notary Public in and for said County and State, the within named Marcellus G. Harsh, Mary Harsh, and Alliene Harsh Jackson, the bargainors, with whom I am personally acquainted, and who acknowledge that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this the 16th day of October, 1968.

Commission expires April 25, 1970. L. D. Richards
NOTARY PUBLIC

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, L. D. Richards, a Notary Public within and for _____, the State and County aforesaid, personally appeared before me, B. F. Greenwood, _____, and J. A. Heath, with whom I am personally acquainted and who upon their several oaths acknowledged themselves to be the President, _____, and Secretary-Treasurer, respectively of the RAM-TENN, INC., the within named bargainor, a corporation, and that they as such President, _____, and Secretary-Treasurer, being authorized to do so, executed the foregoing instrument for the purpose therein

contained by signing the name of the corporation by the said

B. F. Greenwood as such President

.

Witness my hand and official seal at office at Nashville, Tennessee

on this the 16th day of October, 1968.

Commission expires April 25, 1970 L. D. Rucker
NOTARY PUBLIC

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this

transfer is $ 125,000.00 .

Subscribed and sworn to before me, this the 16th day of

October, 1968. by: Ram Penn, Inc. D. Greenwood President
AFFIANT

Commission expires April 25, 1970. L. D. Rucker
NOTARY PUBLIC

Witness our hands this _____ day of _____, 1968.

_____ _____

_____

A 175 28

IDENTIF. REFERENCE

OCT 17 1 03 PM '68

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

OCT 17 68	CONV	90,000.00			
OCT 17 68	CONV	35,000.00			
OCT 17 68	MORT'G	90,000.00			
OCT 17 68	MORT'G	35,000.00			
OCT 17 68	S'TAX		A* 325.00		
OCT 17 68	S'TAX		A* 123.00		
OCT 17 68	PR'FEE		A* .50		
OCT 17 68	W'DEED		A* 9.00	*	457.50

REGISTERS OFFICE
PLEASE PUT IN TENN. TITLE CO. BOX

G-205215