Installment Deed

BOOK 4380 PAGE 447

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Horrell Refrigeration, Inc. (NAME)	Same (NAME)	Map 119-10
617 Monroe Ave. (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par. 2
Nashville, Tennessee (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	M-D

FOR AND IN CONSIDERATION of the sum of SIXTY THOUSAND AND NO/100 ($60,000.00) *Dollars,*

of which FIFTEEN THOUSAND AND NO/100 ($15,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder FORTY-FIVE THOUSAND AND NO/100 ($45,000.00) *Dollars,*

Horrell Refrigeration, Inc. *has executed* an installment deed note of even date in the principal amount of FORTY-FIVE THOUSAND AND NO/100 ($45,000.00) DOLLARS, payable to the order of Goodwill Industries of Middle Tennessee, Inc., in five equal annual installments of NINE THOUSAND AND NO/100 ($9,000.00) DOLLARS each, plus interest at the rate of 8½% per annum on the unpaid principal balance, with the first installment, plus interest as set out, due and payable one year from even date, and a like amount, plus interest, is due and payable on the same date of each succeeding year until the entire amount, both principal and interest, has been paid in full.

THIS INSTRUMENT WAS PREPARED BY Phillip Saindon (ajh) OF THE LAW FIRM PEDIGO & SAINDON, 301 STAHLMAN BUILDING, NASHVILLE, TENNESSEE.

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, Goodwill Industries of Middle Tennessee, Inc., has *this day bargained and sold, and do hereby transfer and convey unto the said* Horrell Refrigeration, Inc. its *(successors), and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in Davidson County, Tennessee, according to a description prepared by James L. Murphy, Jr. & Co., 3710 North Natchez Court, Nashville Tennessee 37211, more particularly described as follows:

Being all of Tract 1 and a portion of Tract 2 and Tract 3 as referred to in the deed description from Standard Realty and Mortgage Corporation to Goodwill Industries of Nashville as recorded in Book 3914, pages 528, 529, 530 and 531, Register's Office Davidson County, Tennessee.

Beginning at a point lying in the centerline of Old Whitsett Road, said point further described as being the northeast corner of the Fred T. Horrell Property as of record in Book 4292, page 391, Register's Office Davidson County, Tennessee, and the northwest corner of the herein described tract; thence according to a survey by Lewis D. Justice dated March 10, 1945, as follows: along the center line of said Old Whitsett Road north 89° 15' east a distance of 222 feet to a point, said point further described as being the northwest corner of the W. C. Miller property as of record in Book 816, page 320, Register's Office Davidson County, Tennessee; thence leaving said centerline of Old Whitsett Road and running along the westerly property line of the said W. C. Miller property south 58° east a distance of 135 feet to a point; thence

(CONTINUED)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater for this transfer is $ 60,000.00

Subscribed and sworn to before me, this the 14 day of NOVEMBER 19 69

Affiant

My commission expires: 4/21/70 (Affix Seal)

Notary Public

Prepared by Ph. Saindon Stahlman Bldg. Nashville, Tenn.

continuing with said westerly property line south 46° 50' east a distance of 105.8 feet to a point, said point further described as being the northwest corner of the Ransom Allsup property as of record in Book 2536, page 244, Register's Office Davidson County, Tennessee; thence south 2° 00' west a distance of 599.3 feet to a point, said point further described as lying on the westerly property line of the W. L. Adrain property as of record in Book 1944, page 228, Register's Office Davidson County, Tennessee, and being the northeast corner of the W. L. Adrain property as of record in Book 1877, page 287, Register's Office Davidson County, Tennessee; thence running along the northerly property line of the said W. L. Adrain property, as recorded in Book 1877, page 287, Register's Office Davidson County, Tennessee, north 86° 00' west a distance of 427 feet to a point; thence leaving said northerly property line north 3° 50' east a distance of 122 feet (approximate distance) more or less, to a point, said point further described as being the northeast corner of the D. C. Tibbott property as of record in Book 2536, page 213, Register's Office Davidson County, Tennessee; thence according to a survey by Lewis D. Justice dated August 23, 1951, as follows: running along the northerly property line of the said D.C. Tibbott property north 87° 39' west a distance of 181 feet to a point, said point further described as lying in the centerline of Logan Street; thence according to a survey by Hal Swann dated May 10, 1957, as follows: running along the centerline of said Logan Street south 1° 30' west a distance of 125 feet to a point; thence leaving said centerline of Logan Street north 88° 10' west a distance of 20 feet (approximate distance) more or less to a point; said point further described as being the southeast corner of the Goodwill Industries of Nashville property as of record in Book 3914, page 528, Register's Office Davidson County, Tennessee, and the northeast corner of this W. H. Legraff property as of record in Book 2303, page 419, Register's Office Davidson County, Tennessee; thence according to a survey by Turner Engineering Company, Inc., dated July 13, 1968, as follows, running along the easterly property line of the said Goodwill Industries property north 6° 01' east a distance of 218.4 feet to a point; thence north 84° 58' west a distance of 96.0 feet to a point; thence north 5° 02' east a distance of 85.5 feet to a point, said point further described as lying on the southerly property line of the above mentioned Fred T. Horrell property and being a northeasterly corner of the said Goodwill Industries property; thence according to a survey by Lewis D. Justice dated August 23, 1951, as follows: running along the said southerly property line of the said Fred T. Horrell property north 87° east a distance of 303.1 feet to a point, said point further described as being the southeast corner of the said Fred T. Horrell Property; thence according to a survey by Lewis D. Justice dated March 10, 1945, as follows: running along the easterly property line of the said Fred T. Horrell property north 3° 30' east a distance of 372.9 feet to the point of beginning.

Being part of the real property conveyed to Goodwill Industries of Nashville, Inc., now Goodwill Industries of Middle Tennessee, Inc., by deed from Standard Realty & Mortgage Corporation, of record in Book 3914, page 528, Register's Office for said County.

BOOK 4380 PAGE 449

unimproved ( )
This is improved ( ) property, known as Eight Acres ± - Whittsett Road Nashville Tennessee
(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 Horrell Refrigeration, Inc. its successors ~~successors~~, ~~and~~ *assigns forever.* It *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.*

Goodwill Industries of Middle Tennessee, Inc.

does *further covenant and bind* itself, its successors ~~heirs~~ *and representatives, to warrant and forever defend the title to said real estate to said* Horrell Refrigeration, Inc., its successors ~~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 Horrell Refrigeration, Inc.

hereinafter referred to as trustors, hereby transfer and convey unto Phillip Saindon, *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 7th day of November, *1969.*

GOODWILL INDUSTRIES OF MIDDLE TENNESSEE, INC.

BY: J. Cecil Wray (President)

Charles L. Moore TREASURER (~~Secretary~~)

HORRELL REFRIGERATION, INC.

BY: Thos. H. Horrell Pres.

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.....

BOOK 4380 PAGE 451

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Houston Ross, *a Notary Public of the State and County aforesaid, personally appeared* ~~Henry~~ Horrell *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* President *of the* Horrell Refrigeration, Inc. *the within named bargainor, a corporation, and that* he *as such* President *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* him *self as* President

Witness my hand and seal, at office in Nashville, Tennessee *this* 14 *day of* November, *19* 69.

Houston Ross *Notary Public*

Commission expires 4/21/70

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Mary McNulty, *a Notary Public of the State and County aforesaid, personally appeared* Erick Wray and Charles G. Clark themselves *with whom I am personally acquainted, and who, upon oath, acknowledged* ~~self~~ *to be* President and Secretary *of the* Goodwill Industries of Middle Tennessee, Inc. *the within named bargainor, a corporation, and that* he *as such* *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* ~~self~~ themselves as President and Secretary.

Witness my hand and seal, at office in Nashville, Tennessee *this* 11 *day of* November, *19* 69

Mary McNulty *Notary Public*

Commission expires 2-7-70

NOV 18 69	CONV	60,000.00			
NOV 18 69	MORT'G	45,000.00			
NOV 18 69	S'TAX		A*	156.00	
NOV 18 69	S'TAX		A*	43.00	
NOV 18 69	PR'FEE		A*	.50	
NOV 18 69	W'DEED		A*	7.50	* 207.00

INSTALLMENT DEED

FROM GOODWILL INDUSTRIES OF MIDDLE TENNESSEE, INC.

TO HORRELL REFRIGERATION, INC.

A 60862

IDENTIF. REFERENCE

Nov 18 11 28 AM '69

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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

PEDIGO & SAUNDERS