INSTALLMENT DEED

For and in Consideration of the sum of FIFTY ONE THOUSAND NINE HUNDRED FORTY FIVE AND NO/100 ----------($51,945.00)---------- Dollars, of which FIFTEEN THOUSAND SIXTY FOUR AND 05/100 ---($15,064.05)---------- Dollars, has been paid in cash by Belz Investment Company, Inc. the receipt of which is hereby acknowledged, and for the remainder THIRTY SIX THOUSAND EIGHT HUNDRED EIGHTY AND 95/100 ----------($36,880.95)---------- Dollars, the said Belz Investment Company, Inc. has

executed its one note of even date herewith in the principal amount of $36,880.95 payable to the order of Charles R. Kimbro and wife, Maizelle Kimbro in installments as follows: The sum of $18,440.50 to be paid 12 months after date, plus 6% interest per annum on $36,880.95; and the sum of $18,440.45 to be paid 24 months after date plus 6% interest per annum on said sum.

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, Charles R. Kimbro and wife, Maizelle Kimbro

have this day bargained and sold, and do hereby transfer and convey unto the said Belz Investment Company, Inc. its successors ~~heirs~~ and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land being in the 2nd Civil District of Davidson County, Tennessee, and described as follows according to a survey made by Ailey, Brown & Pate, Engineers, February 27, 1970.

Beginning at a concrete monument in the east margin of Old Hickory Boulevard and the north margin of the charter right-of-way of the L & N Railroad, said point being 100 feet from centerline of railroad; thence along the east margin of Old Hickory Boulevard to a concrete monument N 39 degrees 18' E 126.85 feet; thence continuing along same N 24 degrees 01' E 100.4 feet to a concrete monument; thence continuing along same on a curve to the left, radius 1954.86 feet, 178.04 feet to a point, said point being a common corner with the adjacent Kimbro tract; thence along the common property line N 87 degrees 41' E 751.39 feet to an iron pin; thence continuing along same S 28 degrees 08' E 260.03 feet to an iron pin; thence continuing along same S 70 degrees 04' E 1430.62 feet to a common corner with the E. G. Shephard property; thence S 7 degrees 25' W 618.38 feet along the common line of the Shephard property to the charter right-of-way of the L & N Railroad, said point being 100 feet from the centerline of railroad; thence along the north margin of the said railroad N 70 degrees 55' W 1577.60 feet to a point; thence continuing along same on a curve to the right, radius 3409.05, 981.74 feet to the point of beginning, containing an area of 34.63 acres.

Being the same property conveyed to Charles R. Kimbro and wife, Maizelle Kimbro, by deed from Henry D. Tyus and wife, Dimple Virginia Tyus, of record in Book 1302, page 193, Register's Office for Davidson County, Tennessee.

In the event of default in the terms of this instrument the grantors herein agree to give 30 days notice in writing to the grantees prior to commencing any proceedings to enforce collection of the indebtedness herein described.

This is unimproved ( ) improved ( ) property, know as _____ (House Number) (Street) Nashville, Tennessee P. O. Address: (City or Town) (Zip Code)

not

Irrespective of the printed language in this deed the Grantee herein shall be held liable and/or responsible for keeping any of the improvements located on the land herein described repaired or insured and may remove or demolish said improvements as it desires.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Belz Investment Company, 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 Belz Investment Company, 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 it in hand paid, _____, the said Belz Investment Company, Inc.

_____

do hereby transfer and convey unto Caesar E. Urrutia _____, 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 Belz Investment Company, 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 $ insurable value 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 agrees 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 it, the said Belz Investment Company, 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 fails 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 Belz Investment Company, 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 Caesar E. Urrutia, 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 Charles R. Kimbro and wife, Maizelle Kimbro and Belz Investment Company, Inc. hereunto set our hands at Nashville, Tennessee, this the 19th day of March 19 70

Charles R. Kimbro

Charles R. Kimbro

Maizelle Kimbro

Maizelle Kimbro

BELZ INVESTMENT COMPANY, INC.

By [signature] Vice Pres.

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Caesar E. Urrutia, a Notary Public in and for said County and State, the within named Charles R. Kimbro and wife, Maizelle Kimbro

the bargainors, 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 19th day of March, 19 70

Caesar E. Urrutia, Notary Public.

Commission Expires April 25, 1972

STATE OF _____
_____ County.

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

the 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 }

BOOK 4404 PAGE 886

Before me, Caesar E. Urrutia, a Notary Public of the State and County aforesaid, personally appeared ..., with whom I personally acquainted, and who, upon oath, acknowledged self to be Vice President of the Belz Investment Company, 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 purpose therein contained, by signing the name of the corporation by self as ....

Witness my hand and seal, at office in Nashville, Tennessee, this 19th day of March, 19 70

Caesar E. Urrutia, Notary Public.

Commission expires April 25, 1972

(over for additional acknowledgements)

CAESAR E. URRUTIA NOTARY PUBLIC DAVIDSON COUNTY TENN.

MAR 19 70	CONV	51,945.00			
MAR 19 70	MORT'G	36,880.95			
MAR 19 70	S'TAX		A*	134.94	
MAR 19 70	S'TAX		A*	34.90	
MAR 19 70	PR'FEE		A*	.50	
MAR 19 70	W'DEED		A*	6.00	* 176.34

INSTALLMENT DEED

FROM
Charles R. Kimbro and wife,

TO
Maizelle Kimbro

TO
BELZ INVESTMENT COMPANY, INC.

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

A 7 1 8 2 3

IDENTIF. REFERENCE

MAR 19 12 34 PM '70

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Belz Investment Company (NAME)	Belz Investment Company, Inc. (NAME)	171-34
(STREET ADDRESS OR ROUTE NUMBER) Memphis Tenn (CITY) (STATE) (P. O. ZIP)	(STREET ADDRESS) Same (CITY) (STATE) (ZIP)	

THIS INSTRUMENT WAS PREPARED BY

Caesar E. Urrutia, Attorney

601 Stahlman Building
Nashville, Tennessee

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 51,945.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 19 DAY OF March, 19 70.

Notary Public

MY COMMISSION EXPIRES:

(AFFIX SEAL)

Deputy Register