This Instrument Prepared By William B. Higgins, Attorney, 338 46th Avenue North, Nashville, Tenn. 37209

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Petroleum Facilities, Inc. (NAME:)	Same BOOK 4414 PAGE 522 (NAME:)	Map 80
P.O. Box 847 (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par. 9-9.1
Nashville Tenn. 37209 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Twenty Five Thousand and no/100ths-------

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Dollars,

of which Eight Thousand Three Hundred Thirty Three and 32/100ths----------

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Dollars, has been paid in cash,

the receipt of which is hereby acknowledged, and for the remainder Sixteen Thousand Six Hundred

Sixty Six and 68/100ths----------*Dollars,*

Petroleum Facilities, Inc.

has executed

its promissory note of even date herewith in the principal sum of $16,666.68 payable to the order of W. S. Neil and wife, Evelyeen P. Neil in three (3) annual installments as follows: on the 30TH day of April, 1971, the sum of $5,555.56 and thereafter a like sum on the 30TH day of April, 1972, with the last installment for $5,555.56 being due on the 30TH day of April, 1973. The unpaid principal bears interest at the rate of 8½% per annum which is to be paid annually commencing on the 30TH day of April, 1971,

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, we

W. S. Neil and wife Evelyeen P. Neil

have this day bargained and sold, and do hereby transfer and convey unto the said

Petroleum Facilities, Inc., its

(successors), heirs and assigns,

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

TRACT I:
Being the northerly part of Lot No. 1 in the Subdivision of Block "E", on Plan No. 4, West Nashville, (called Block "E" in Cherekee Park Subdivision), not of record, described according to a survey thereof made February 18, 1924, by Erle Drake, County Surveyor, as follows:
Beginning at the southwest corner of Centennial Boulevard or Avenue and 65th Avenue North, formerly 24th Street, now closed, being the northeast corner of said Lot No. 1; thence with the westerly margin of Centennial Boulevard, southerly 107 feet; thence westerly 161 feet to the southeasterly margin of 65th Avenue North, now closed; thence with the margin of said Avenue, northeasterly 194 feet to the beginning.
Being the same property conveyed to W. S. Neil and wife, Evelyeen P. Neil, by deed from G. F. Bryan and wife, as of record in Book 2036, page 81, Register's Office for Davidson County, Tennessee.
TRACT II:
Being the 8th Civil District of said County, and being more particularly described as follows:
Beginning at a concrete monument on Centennial Boulevard, adjacent to W. S. Neil tract, South 38° 39' West 112.43 feet to a concrete monument; thence North 17° 35' West 127.98 feet to a concrete monument; thence [illegible] 16.37°,

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ [illegible]

Affiant

Subscribed and sworn to before me, this the 30th day of April, 1970

Notary Public

My commission expires: 1-21-71

(Affix Seal)

R - 350.0', T-58.01', 114.98 feet to the beginning, containing 0.15 of an acre more or less. Being the same property conveyed to W. S. Neil and wife, Evelyeen P. Neil, by deed from Joe Grubbs and wife, d/b/a Joe Grubbs and Company, recorded in Book 3315, page 194 and re-recorded in Book 4413, page 565, said Register Office. This conveyance is made subject to all easements and set back lines that are applicable to the above described property.

unimproved (X) This is improved ( ) property, known as 6409 (House Number) Centennial Blve. (Street) Nashville 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 Petroleum Facilities, 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.,* except taxes for 1970 which are pro-rated and assumed by grantee.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Petroleum Facilities, 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 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 Petroleum Facilities, Inc. *hereinafter referred to as trustors, hereby transfer and convey unto* John Duncan, *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 $ Ins. interest, *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.

BOOK 4414 PAGE 524

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 30TH *day of* April, *19* 70.

W. S. Neil.

Evelyeen P. Neil

Petroleum Facilities, Inc.

by: [illegible] Vice Pres.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, H. B. Duncan, *a Notary Public in and for said County and State,* W. S. Neil and wife, Evelyeen P. Neil

the within named 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* 30TH *day of* April, *19* 70

H B Duncan
Notary Public

Commission expires 1-21-71

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, H. B. Duncan, *a Notary Public of the State and County aforesaid, personally appeared* James W. Perkins, Jr., *with whom I am personally acquainted, and who, upon oath, acknowledged* Himself *to be* Vice President *of the* Petroleum Facilities, 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* Himself *as* Vice President.

Witness my hand and seal, at office in Nashville, Tennessee,
this 30th *day of* April, *19*70.

H B Duncan
.....*Notary Public*

Commission expires 1-21-71

APR 30 70 CONV 25,000.00
APR 30 70 MORT'G 16,666.68
APR 30 70 S'TAX A* 65.00
APR 30 70 S'TAX A* 14.70
APR 30 70 PR'FEE A* .50
APR 30 70 W'DEED A* 6.00 * 86.20

INSTALLMENT DEED

FROM

W. S. NEIL, ETUX

TO

PETROLEUM

FACILITIES

INC.

476064

IDENTIF. REFERENCE

APR 30 2 37 PM '70

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