This instrument prepared by
E.M. aywood, Atty.
301 7th Ave. N., Nashville, Ten.

Installment Deed

BOOK 4422 PAGE 693

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Mississippi Warehouse Corporation (NAME:)	Same (NAME:)	Map 105-8-265
P. O. Drawer 32, Fulton Drive (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Parcel pw
Corinth, Miss. 38834 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	06DA01820

FOR AND IN CONSIDERATION of the sum of One Hundred Thousand and 00/100 ($100,000.00) *Dollars,*

of which amount Twenty Thousand and 00/100 ($20,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder of Eighty Thousand and 00/100 ($80,000.00) *Dollars,*

MISSISSIPPI WAREHOUSE CORPORATION *has executed*

its Installment Deed Note of even date herewith to A. L. Dodd, Sr., Allen L. Dodd, Jr. and Joseph E. Davenport payable in four annual installments of Twenty Thousand and 00/100 ($20,000.00) Dollars each, the first of which is due one (1) year from the date hereof, together with interest at the rate set forth in said note

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, A. L. Dodd, Sr., Allen L. Dodd, Jr. and Joseph E. Davenport, a partnership of Bowling Green, Kentucky, d.b.a. Dodd, Dodd & Davenport, *have this day bargained and sold, and do hereby transfer and convey unto the said* Mississippi Warehouse Corporation, its *(successors), ~~XXX~~ and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in the 6th Civil District of Davidson County, Tennessee, and described according to a copy of a survey made by Hickerson & Miller, Engineers and Surveyors dated October 11, 1955, as follows:

Beginning at an iron pin in the easterly margin of Lester Avenue at the intersection of said Avenue and Woodycrest Avenue at the beginning of the curve of said intersection, said curve having a radius of 20 feet, northeasterly 31.7 feet to an iron pin at the southerly margin of Woodycrest Avenue; thence with the southerly margin of Woodycrest Avenue, North 89 deg. 45' East 341 feet to an iron pin; thence continuing with the southerly margin of said Avenue and with a curve having a radius of 548 feet southeasterly 440 feet to an iron pin; thence continuing with the southerly margin of Woodycrest Avenue south 44 deg. 15' east 43.4 feet to an iron pin; thence southwesterly and with the arc of a circle having a radius of 2000 feet, more or less, 287 feet, more or less, to an iron pin, said arc of said circle being 30 feet north of the center line of railroad tracks; thence north 17 deg. 30' west 50 feet to an iron pin; thence south 72 deg. 30' west

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 100,000.00

Affiant

Subscribed and sworn to before me, this the 8th day of June 19 70

Notary Public

My commission expires:

Attest
(Affix Seal)

Andrew W. Rogg, Jr.
Deputy Register

252 feet to an iron pin; thence north 83 deg. 30' west 241 feet to an iron pin at an old corner post located in the easterly margin of Lester Avenue; thence with the easterly margin of Lester Avenue, north 0 deg. 30' east 222.5 feet to the point of the beginning, containing 3.6 acres, more or less.

Being the same property conveyed to Dodd, Dodd and Davenport, a partnership of Bowling Green, Kentucky, by deed from A. L. Dodd, Sr., Allen L. Dodd, Jr., and Joseph E. Davenport, of record in Book 2901, page 240, Register's Office for Davidson County, Tennessee.

This is unimproved ( ) improved (X) property, known as 520 (House Number) Lester Avenue (Street) Nashville P. O. Address: Tennessee (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Mississippi Warehouse Corporation, 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 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* Mississippi Warehouse Corporation, 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 Mississippi Warehouse Corporation, *hereinafter referred to as trustors, hereby transfer and convey unto* W. D. McMurray, *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 1st *day of* June *19* 70

MISSISSIPPI WAREHOUSE CORPORATION

By _____ President

Attest _____ Vice President

_____ A. L. Dodd, Sr., Partner

_____ Allen L. Dodd, Jr., Partner

_____ Joseph E. Davenport, Partner

_____ A. L. Dodd, Sr., Individual

_____ Allen L. Dodd, Jr., Individual

_____ Joseph E. Davenport, Individual

STATE OF ~~TENNESSEE~~ KENTUCKY
COUNTY OF ~~DAVIDSON~~ Warren

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* A. L. Dodd, Sr., Allen L. Dodd, Jr. and Joseph E. Davenport,

the within named bargainor S., 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~~ Bowling Green, ~~TENNESSEE~~ Kentucky
this 3rd. *day of* June *19* 70.

Barbara D. Rainwater *Notary Public*

Notary Public, Kentucky State-at-Large
My Commission Expires February 16, 1974

Commission expires _____

NOTARY PUBLIC WARREN COUNTY, KY.

STATE OF MISSISSIPPI }
COUNTY OF ALCORN }

BOOK 4422 PAGE 696

Personally appeared before me the undersigned, *a Notary Public in and for said County and State,* Aline H. Dean, President and John F. Dean, Jr. Vice President

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 Corinth, Alcorn County, Mississippi, *this* 1st *day of* June, *19*70.

Patricia N. McLaren *Notary Public*

Commission expires April 18, 1972

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ~~the undersigned~~, *a Notary Public of the State and County aforesaid, personally appeared, with whom I am personally acquainted, and who, upon oath, acknowledged* ~~self~~ *to be* ~~President of the Mississippi Warehouse Corporation~~, *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* ~~self as~~ ~~President~~.

Witness my hand and seal, at office in, this ~~day of May~~, ~~1970~~

Notary Public

Commission expires

A 798823

JUN 8 1 14 PM '70

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

IDENT. REFERENCE

JUN-8⁷⁰	CONV	90,000.00			
JUN-8⁷⁰	CONV	10,000.00			
JUN-8⁷⁰	MORT'G	80,000.00			
JUN-8⁷⁰	S'TAX		A*	260.00	
JUN-8⁷⁰	S'TAX		A*	78.00	
JUN-8⁷⁰	P/F FEE		A*	.50	
JUN-8⁷⁰	W'DEED		A*	6.00	* 344.50

INSTALLMENT DEED

FROM A. L. Dodd, Sr., et al

TO Mississippi Warehouse Corporation

Mail To: McMurray Co 1106 Baker Bldg City 37203

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