This instrument prepared by
DENNEY, LACKEY, CHERNAU & [illegible]
218 Third Avenue North
Nashville, Tennessee 37201

Map 51-8
Par. 16

INSTALLMENT DEED

For and in Consideration of the sum of FIFTY THREE THOUSAND AND NO/100----------
----------($53,000.00) Dollars,
of which THIRTEEN THOUSAND AND NO/100----------($13,000.00) Dollars,
has been paid in cash by Red Ace Petroleum Company, Inc.
the receipt of which is hereby acknowledged, and for the remainder FORTY THOUSAND AND NO/100
----------($40,000.00) Dollars,
the said Red Ace Petroleum Company, Inc. has executed a promissory note of even date in the amount of $40,000.00, payable to Marie M. Whitehead De Vaney with interest on the unpaid balance at the rate of seven percent (7%) per annum with principal and interest payable in equal monthly installments of $464.44 for a period of ten (10) years,

Address new owner
and Tax Bills:
Red Ace Petroleum Company, Inc.
6301 Centennial Blvd.
Nashville, Tennessee

all of said notes bearing ~~six~~ seven 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, Marie M. Whitehead De Vaney has ~~have~~ this day bargained and sold, and ~~do~~ does hereby transfer and convey unto the said Red Ace Petroleum Company, Inc., its successors ~~heirs~~ and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in the 11th, formerly the 19th, Civil District of said County, being known as Lot No. 1 and the south 1/2 of Lot No. 2 on the unrecorded Map of the L. M. Exell's 24 acre tract, and described as follows:

Beginning at an iron pin in the west margin of Gallatin Road 75 feet south of the southerly margin of Webster Street; thence with the margin of Gallatin Road, South 25 deg. 45' West 75 feet to an iron pin; thence North 64 deg. 03' West 150 feet to a point; thence North 25 deg. 45' East 75 feet to an iron pin which is 75 feet south of Webster Street; thence South 64 deg. 03' East parallel to Webster Street, 150 feet to the point of beginning.

Being the same property conveyed to Dave A. Whitehead et ux Marie M. Whitehead by deed of record from Glenn Edward Koehn and wife Melba Byran Koehn, the said Dave A. Whitehead having since died and the said Marie M. Whitehead having since married, her name being Marie M. Whitehead De Vaney.

This transfer is made subject to: (1) a triangular easement fronting 75 feet on the westerly margin of Gallatin Road and extending back 25 feet along the northerly margin of said property as described in a lease to Sinclair Refining Company, of record in Book 2504, page 183, Register's Office for said County, and (2) to a 25 foot setback line from Gallatin Road and a 10 foot easement along the rear of said lot for public utilities as shown on the unrecorded plan of L. M. Exell's subdivision.

As a part of the consideration herein Grantor transfers and assigns to Grantee all of her interest in and to an unrecorded lease agreement dated June 1, 1971 made between Grantor and Alberta Tanner, and being for a period of one year with a one year option to renew.

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Red Ace Petroleum Company, Inc., its successors and assigns, ~~heirs and assigns~~ forever. I covenant that I am lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said Red Ace Petroleum Company, Inc., its successors and ~~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, Grantee, the said Red Ace Petroleum Company, Inc.

~~do~~ does hereby transfer and convey unto Vaden M. Lackey, Jr., Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

Grantee, the said Red Ace Petroleum 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 $_____ 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.

Grantee 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 Grantee 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 Grantee, the said Red Ace Petroleum 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 Grantee 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; Grantee 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. Grantee 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. Grantee 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 Grantee, its successors and assigns. ~~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 Vaden M. Lackey, Jr., 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~~ I, the said Marie M. Whitehead De Vaney and Red Ace Petroleum Company, Inc. hereunto set our hands at Nashville, Tennessee, this the 8 day of July 19 71

Marie M. Whitehead De Vaney

RED ACE PETROLEUM COMPANY, INC.

By: Edward T. Mc., Jr. President

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Era May Stanley, a Notary Public in and for said County and State, the within named Marie M. Whitehead De Vaney

the bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville Tennessee, this 8th day of July, 19 71

NOTARY PUBLIC AT LARGE DAVIDSON COUNTY TENNESSEE

Commission Expires October 23, 1972

Era May Stanley, Notary Public.

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
Davidson County

Before me, Eleanor J. Jackson, a Notary Public within and for the State and County aforesaid, personally appeared James W. Perkins, Jr., and ---------- with whom I am personally acquainted and who upon (his oath ~~xxxxxxxxxxx~~) acknowledged (himself ~~xxxxxxx~~) to be the President and -------- ~~xxxxxxxx~~ of the Red Ace Petroleum Company, Inc., the within named bargainor, a corporation, and that (he) as such President and ----------, being (~~xxx~~) authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said James W. Perkins, Jr., as such President, ~~xxxxxxxxxxxxxxxxxxxxxx~~ -------- as such ------

Witness my hand and official seal at office at Nashville, Tennessee on this the 8th day of July, 1971.

My commission expires 1/30/74

Eleanor J. Jackson
Notary Public

ELEANOR J JACKSON NOTARY PUBLIC DAVIDSON COUNTY

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $53,000.00 Affiant [signature]

Subscribed and sworn to before me this 8 day of July 1971

Deputy Register [signature]

INSTALLMENT DEED

FROM

MARIE M. WHITEHEAD DE VANEY

TO

RED ACE PETROLEUM COMPANY, INC.

Attorneys Title Company

Titles Guaranteed

NASHVILLE, TENN.

B 2 2 1 0 6

IDENTIF. REFERENCE

JUL 8 3 58 PM '71

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

JUL-8	CONV	53,000.00		
JUL-8	MORTG	40,000.00		
JUL-8	S'TAX		A* 137.80	
JUL-8	S'TAX		A* 38.00	
JUL-8	PNFEE		A* .50	
JUL-8	WDEED		A* 8.00	* 184.30