INSTALLMENT DEED

For and in Consideration of the sum of EIGHTY THOUSAND AND NO/100 ----------
----------($80,000.00)---------- Dollars,
of which FIFTEEN THOUSAND AND NO/100 --------($15,000.00)---------- Dollars,
has been paid in cash by Philhall Corp.
the receipt of which is hereby acknowledged, and for the remainder SIXTY FIVE THOUSAND
AND NO/100 ----------($65,000.00)---------- Dollars,
the said Philhall Corp. has executed its one note of even date herewith in the original principal amount of $65,000.00, payable to the order of Martin R. Schott, Trustee, in 3 annual installments of $21,666.66 each, together with interest at the rate of 8% per annum, to be computed from time to time on the unpaid principal balance and to become due and payable on each and every payment date, the first installment of both principal and interest shall become due and payable on the 10th day of December 1972, and the final installment to principal and interest to become due and payable on the 10th day of December, 1974, all in accordance with the terms and conditions as set out in said note.

all of said notes bearing ~~six~~ 8 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, I, Martin R. Schott, Trustee
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have this day bargained and sold, and do hereby transfer and convey unto the said Philhall Corp.
its successors ~~XXXXX~~ and assigns,

certain real estate in Davidson County, Tennessee, as follows:
A tract of land in the 2nd, formerly the 3rd, Civil District of Davidson County, Tennessee, described according to a survey made by John M. Sullivan, Civil Engineer, June 3, 1968, as follows:

Beginning at a point in the northerly margin of Anderson Road at a concrete marker, said point being 1150 feet in a southerly direction from the center of Couchville Pike; thence south 18 deg. 30' west 453.5 feet along the northerly margin of Anderson Road to a concrete marker; thence North 74 deg. 38' west 857.0 feet to a concrete marker; thence North 4 deg. 29' East 673.9 feet to a concrete marker; thence south 62 deg. 58' East 1030.7 feet to the point of beginning, and containing 11.83 acres, more or less.

Being the same property conveyed to Martin R. Schott, Trustee, with full power to sell, transfer, mortgage or convey without joinder of any beneficiary, by deed from Perry Dale, Jr., and J. Grandstaff Dale, of record in Book 4422, page 689, Register's Office for Davidson County, Tennessee.

It is agreed and understood that the said Martin R. Schott, Trustee, or the lawful owner and holder of the indebtedness secured herein, will cause to be released one or more acres of land upon payment of $10,143.70 of the unpaid principal balance for each acre of land to be released, and further the said Martin R. Schott, Trustee, or the lawful owner and holder of said note, agrees to execute such releases as shall be necessary, and all such amounts paid to the said owner and holder of said note shall be credited first to interest due on said note and any balance as a credit on the principal amount due.

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

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Philhall Corp. its successors 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 successors and representatives, to warrant and forever defend the title to said real estate to said Philhall Corp. its 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 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 Philhall Corp.

_____

do hereby transfer and convey unto Herbert R. Rich, 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 Philhall Corp.

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 _____, the said Philhall Corp.
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 Philhall Corp. 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 Herbert R. Rich, 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 Martin R. Schott, Trustee and Philhall Corp. hereunto set our hands at Nashville, Tennessee, this the 10th day of December, 1971

Martin R. Schott, Trustee

Martin R. Schott, Trustee

PHILHALL CORP.

By: Randall Phillips
Randall Phillips, President

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Jo Ann Smith, a Notary Public in and for said County and State, the within named Martin R. Schott, Trustee

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

Witness my hand and official seal at Nashville Tennessee, this 10th day of December, 1971

Jo Ann Smith, Notary Public.

Commission Expires May 15, 1973

NOTARY PUBLIC DAVIDSON COUNTY TENNESSEE

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

Before me, Jo Ann Smith BOOK 4561 PAGE 562, a Notary Public of the State and County aforesaid, personally appeared Randall Phillips with whom I personally acquainted, and who, upon oath, acknowledged him self to be President of the Philhall Corp., 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 10th day of December, 19 71.

Jo Ann Smith, Notary Public.

Commission expires May 15, 1973

(over for additional acknowledgements)

DEC15F	CONV	80,000.00		
DEC15F	MORT'G	65,000.00		
DEC15F	S'TAX		A* 208.00	
DEC15F	S'TAX		A* 63.00	
DEC15F	PR'FEE		A* .50	
DEC15F	W'DEED		A* 8.00	* 279.50

INSTALLMENT DEED

FROM MARTIN R. SCHOTT, TRUSTEE

TO PHILHALL CORP.

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

B 41550

IDENTIF. REFERENCE

DEC 15 2 26 PM '71

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Philhall Corp. (NAME)	Philhall Corp. (NAME)	
3102 Ambrose Avenue (STREET ADDRESS OR ROUTE NUMBER)	3102 Ambrose Avenue (STREET ADDRESS)	Map 132
Nashville, Tennessee (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee (CITY) (STATE) (ZIP)	Par. 93

THIS INSTRUMENT WAS PREPARED BY

Herbert R. Rich
Attorney at Law
213 Third Avenue, North
Nashville, Tennessee

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

$ 80,000.00 Randall Phillips
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 10th DAY OF December 1971.

Jo Ann Smith
Notary Public

MY COMMISSION EXPIRES: May 15, 1973

(AFFIX SEAL)