Installment Deed

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ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Commercial Equities, Corp..	Same	Map 120
(NAME) 3818 Cleghorn Road	(NAME)	Par. 49-
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee	(STREET ADDRESS)	99 pd
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Four Hundred Fifty Nine Thousand Fifty and 52/100 ----------($459,050.52) ---------- *Dollars,*

of which Two Hundred Thirty Six Thousand Five Hundred Fifty and 52/100 ---------- ----------($236,550.52) ---------- *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Two Hundred Twenty Two Thousand Five Hundred and no/100 ----------($222,500.00) ---------- *Dollars,*

COMMERCIAL EQUITIES CORP., a Tennessee corporation *has executed*

its promissory note of even date herewith in the amount of $222,500.00 payable to the order of REPUBLIC NATIONAL LIFE INSURANCE COMPANY on August 1st, 1973, with interest at the rate of 7% per annum accruing from January 1st, 1972,

This Instrument Was Prepared By

Dewey W. Pedigo (ME)

Of The Law Firm Pedigo & Sanderson

Stahlman Building: Nashville, Tennessee

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, Tract No. 2 only of REPUBLIC NATIONAL LIFE INSURANCE COMPANY, a Texas corporation, has *this day bargained and sold, and do hereby transfer and convey unto the said* COMMERCIAL EQUITIES CORP., a Tennessee corporation, its *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Two tracts of land in the 2nd Civil District of Davidson County, Tennessee, being described according to a survey by Dixie Engineering Associates, dated August 17, 1971, and revised on January 3, 1972, Job No. 71-16, as follows:

TRACT NO. 1: Beginning at a point in the westerly margin of McGavock Pike, said point being 150.00 feet southwardly from the intersection of Murfreesboro Road, and being the southeasterly corner of the Humble Oil and Refining Company property, as conveyed to the latter by deed of record in book 4052, page 448, Register's Office for said County; thence south 17° 25' west, 278.8 feet along the westerly margin of McGavock Pike to a point, said point being the point of curvature of a curve of 924.93 foot radius; thence with said curve to the right a distance of 33.00 feet to a point on the westerly margin of McGavock Pike; thence north 72° 35' west, 547.6 feet with a line to a point on the easterly right-of-way of the L & N Railroad spur to Avco; thence north 17° 58' east, 570.0 feet with the easterly margin of said railroad spur to a point on the southerly margin of Murfreesboro Road at a controlled access fence; thence with said fence and southerly margin of Murfreesboro Road around a curve to the left of 4093.07 foot radius, a distance of 372.92 feet to a concrete monument in the southerly margin of Murfreesboro Road; thence north 28° 59' east, 19.8 feet to a concrete monument, said monument being on the southerly margin of Murfreesboro Road; thence with the southerly margin of Murfreesboro Road, around a curve to the left of 4073.09 foot radius, a distance of 30.8 feet to an iron pin in the southerly margin of Murfreesboro Road; thence south 17° 24' west, 150.00 feet with a line to an iron pin; thence south 62° 02' east, 150.00 feet to an iron pin, the point of beginning, containing 5.85 acres, more or less.

TRACT NO. 2: Beginning at a point in the westerly margin of McGavock Pike, said point being a total of 461.80 feet from the intersection with Murfreesboro Road, and said point also being 311.8 feet southwardly from the southeasterly corner of the Humble Oil and Refining Company property, as conveyed to the latter, by deed of record in book 4052, page 448, Register's Office for said County, and as measured along the said margin of McGavock Pike; thence around a curve to the right of 924.93 foot radius, a distance of 467.40 feet to a point on the westerly margin of McGavock Pike; thence south 48° 25' west, 49.18 feet with the westerly margin of McGavock Pike to a point, said point being the point of curvature of a curve to the left having a radius of 911.45 feet; thence with said curve of 911.45 foot radius, a distance of 164.11 feet to a point on the westerly margin of McGavock Pike; thence north 87° 05' west, 356.75 feet with a line to a point on the easterly margin of the L & N Railroad spur to Avco; thence northwardly with a curve to the left of 8874.5 foot radius, a distance of 562.72 feet to a point on the said easterly margin of the L & N Railroad spur; thence north 17° 58' east, 160.4 feet with said easterly margin to a point on the easterly margin of said railroad spur; thence south 72° 35' east, 547.6 feet with a line to a point on the westerly margin of McGavock Pike, said point being the point of beginning, containing 6.98 acres, more or less.

A portion of the subject property being part of the property conveyed to Forrest Life Insurance Company, by deed from Henry Hudson and wife, Ruth C. Hudson, of record in book 4242, page 410, Register's Office for Davidson County, Tennessee, but subject to the life estate of Kate Winfrey Fanning. The foregoing interest of Kate Winfrey Fanning was conveyed to Forrest Life Insurance Company, by deed of record in book 4525, page 526, Register's Office for said County. The remaining portion of the subject property was conveyed to Forrest Life Insurance Company, by deed from James B. Lee and wife, Bettie Jennings Lee, of record in book 4423, page 304, said Register's Office. Forrest Life Insurance Company, a Tennessee Corporation, was thereafter merged into Republic National Life Insurance Company, a Texas Corporation, by articles of merger of record in book 4537, page 131, Register's Office for said County.

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STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 459,050.52

Affiant

Subscribed and sworn to before me, this the 17th day of January 19 72

My commission expires: June 6, 1972
(Affix Seal)

Notary Public

MARY ERSEY
NOTARY PUBLIC
DAVIDSON
STATE OF TENNESSEE

Subject to all mineral reservations, easements, rights of way, restrictive covenants and zoning ordinances, if any, affecting said property.

unimproved ( )
This is improved ( ) property, known as ..... (House Number) (Street) 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 COMMERCIAL EQUITIES CORP., a Tennessee corporation, its ..... *(successors), heirs and assigns forever.* Grantor does *covenant that* it is *lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.*

Grantor does *further covenant and bind* itself, its successors *heirs and representatives, to warrant and forever defend the title to said real estate to said* COMMERCIAL EQUITIES CORP., 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 COMMERCIAL EQUITIES CORP., a Tennessee corporation, ... *hereinafter referred to as trustors, hereby transfer and convey unto* L. R. Grimes, Jr. ....., *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.

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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 trust 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 10th *day of* January, *19* 72.

ATTEST:

Robert C. Muchmore
Assistant Secretary

REPUBLIC NATIONAL LIFE INSURANCE COMPANY

By: C. E. Burnett, Vice President

COMMERCIAL EQUITIES CORP.

By: PRESIDENT.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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.....Tennessee, this.....day of....., 19.....

.....*Notary Public*

Commission expires.....

STATE OF .....

COUNTY OF .....

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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*.....

JAN 17 72	CONV	*		459,050.52
JAN 17 72	MORT'G	*		222,500.00
JAN 17 72	S'TAX		A*	1,193.40
JAN 17 72	S'TAX		A*	220.50
JAN 17 72	PR'FEE		A*	.50
JAN 17 72	W'DEED		A*	12.00 * 1,426.40

Notary Public

Commission expires.....

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Mary Emery, *a Notary Public of the State and County aforesaid, personally appeared* J. M. Medlin *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* President *of the* COMMERCIAL EQUITIES CORP. *the within named bargainor, a corporation, and that* he *as such 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 17th *day of* January, *19* 72

Commission expires June 6, 1972

Mary Emery
Notary Public

NOTARY PUBLIC STATE OF TENNESSEE AT LARGE

STATE OF TEXAS
COUNTY OF DALLAS

Before me, Margaret Van Arsdall, a Notary Public of the State and County aforesaid, personally appeared C. E. Burnett, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Vice President of the REPUBLIC NATIONAL LIFE INSURANCE COMPANY, the within named bargainor, a corporation, and that he as such Vice President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

Witness my hand and seal, at office in Dallas, Texas, this 10th day of January, 1972.

Margaret Van Arsdall
Notary Public.
Margaret Van Arsdall

Commission expires: June 1, 1973

Ruan Title - 2/14/72

INSTALLMENT DEED

FROM
REPUBLIC NATIONAL LIFE INSURANCE ~~COMPANY~~

TO
COMMERCIAL EQUITIES CORP.

B 45183

IDENTIF. REFERENCE

JAN 17 2 40 PM '72

FEE ... IN REGISTER'S OFFICE
DAVIDSON COUNTY, TENN.

Compliments of

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