This instrument prepared by
Richard A. Jones
18th Floor, Third National Bank Bldg., Nashville, Tennessee

Installment Deed

BOOK 4604 PAGE 494

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Johnny-Reb Corporation (NAME)	Same (NAME)	Map 92-11
624 19th Avenue North (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Par. 7-17-
Nashville, Tennessee (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	18-20 pw

FOR AND IN CONSIDERATION of the sum of One Hundred Eighty-Five Thousand ($185,000.00) *Dollars,*

of which Thirty-Five Thousand ($35,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder One Hundred Fifty Thousand ($150,000.00) *Dollars,*

Johnny-Reb Corporation *has executed*

Its note of even date herewith in the principal sum of $150,000.00 payable to Central Oak Products Co. in three equal installments of $50,000.00 due 90, 180, and 270 days after date thereof plus interest on the unpaid balance remaining from time to time at the rate of 6% per annum.

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, Central Oak Products Co. *has have this day bargained and sold, and do hereby transfer and convey unto the said* Johnny-Reb Corporation, its *(successors), ~~heirs~~ and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Four Tracts of land in Davidson County, Tennessee, described as follows:

Tract No. 1: Being the middle one-third of lot No. 29, McEwen's Subdivision, a plan of which is recorded in Plan Book No. 1. Chancery Court for said County, page 124, fronting on west side of McEwen Street (now 24th Avenue, North) 33-1/3 feet and from that front running back westerly between parallel lines 188 feet to an alley.

Being the same property conveyed to Central Oak Products Company, by deed from Matthew Barrow Pilcher, III, Eugene Culler Pilcher and Barbour Howe Pilcher, of record in book 1875, page 53, Register's Office for said County.

Tract No. 2;-Being the south 33-1/3 feet of lot No. 29 on the Map of the McEwen Plan of lots, as of record in Plan Book 1, page 124, of the Chancery Court at Nashville.

Said part of said lot No. 29 fronts 33-1/3 feet on the west side of 24th Avenue North, formerly McEwen Street, and runs back between parallel lines 188 feet to an alley.

Being the same property conveyed to Central Oak Products Company, Inc., by deed from South Central Conference Association of Seventh Day Adventists, Inc., of record in book 2437, page 443, Register's Office for

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $185,000.00

Subscribed and sworn to before me, this the 25th day of May, 1972.

Affiant

My commission expires: May 17, 1975 (Affix Seal)

Notary Public

DAVIDSON COUNTY

said County.

Tract No. 3: Being the south 56.25 feet of lot No. 33 and the north part of lot No. 34 on the Map of McEwen's Subdivision, as of record in Plan Book 1, page 124, of the Chancery Court at Nashville, and described as follows:

Beginning at a point in the westerly margin of McEwen Street, now called 24th Avenue North, 43.25 feet south of the common easterly corner between lots Nos. 33 and 34 at the northeast corner of the property owned by Martha Bowman; thence northwardly along the westerly margin of 24th Avenue North, 99.5 feet more or less to a point, which is 56.25 feet north of the corner of said lots Nos. 33 and 34; thence westwardly 188 feet, more or less, to the east margin of an alley; thence with the margin of said alley, southwardly 100.25 feet, more or less, to said Bowman's northwest corner; thence with her north line eastwardly 188 feet to the point of beginning.

Being the same property conveyed to Central Oak Products Company, by deed from Johnie O. D. Clark and wife, Dorthy Jean Clark, of record in book 1762, page 607, Register's Office for said County.

Tract No. 4: Being all of lots Nos. 35,36,37,38, and parts of lots Nos. 39 40, and 41 of the McEwen property, as recorded in Plan Book No. 1, page 124, Chancery Court of Davidson County, Tennessee, together with the alley between said lots, and described as follows:

Beginning at a point in the southerly margin of Clifton Avenue, formerly Clifton Turnpike, at the northwest corner of Lot No.35 of said plan; thence with the easterly margin of Twenty-Fourth Avenue North southwardly 675 feet, more or less, to the northwesterly margin of Felicia Street, formerly Stewart Street and formerly Old Charlotte Road, said point being the southwesterly corner of Lot No. 39 of said plan; thence with the northwesterly margin of the street last mentioned and with the southerly lines of lots Nos. 39,40, and 41 of said plan 375 feet, more or less, to the westerly margin of an alley; thence with the margin of said alley northwestwardly 202.3 feet to a point, the northeast corner of lot

(See Attached Sheet)

No. 41 on said plan; thence southwestwardly with the southerly margin of an alley and with the northerly line of said lot No. 41 10 feet, more or less, to a point; thence crossing said alley northwestwardly 16 feet to the southeasterly corner of lot No. 38 on said plan; thence northwestwardly with the easterly lines of lots Nos. 35,36,37, and 38 on said plan 319.6 feet to the southerly margin of Clifton Avenue; thence with said margin westwardly 187.4 feet to the point of beginning.

Excluded from the foregoing description is the following property conveyed to the Nashville, Chattanooga, & St. Louis Railway by deed of record in book 840, page 295, Register's Office of said County, and described as follows: being part of lots Nos. 39, 40, and 41 of the McEwen Plan, of record in Plan book No. 1 page 124, Chancery Court of Davidson County, Tennessee. Beginning at the southeast corner of lot No. 41 of said plan, said point of beginning being in the northerly margin of Stewart Street; thence southwestwardly along said margin 206.5 feet to a point; thence in a northeasterly direction, cutting across lots Nos. 39,40, and 41 of said plan, along a line north of, parallel to, and 110 feet distant at all points from the center line of the outbound main track of the Nashville, Chattanooga, & St. Louis Railway, 243 feet to a point in the easterly line of lot No. 41; thence in a southwardly direction with the east line of said lot No. 41,95.8 feet to the point of beginning.

Being the same property conveyed to Central Oak Products Company by deed from Farris Hardwood Lumber Co. of record in book 962, page 114, Register's Office for said County.

unimproved ( )
This is improved ( ) property, known as ..... BOOK 4604 PAGE 496
(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 Johnny-Reb Corporation, its ..... *(successors),* ~~heirs~~ *and assigns forever.* Grantor *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.,* except for 1972 taxes and except for encumbrance as to Tract No. 1 created by deeds of record in Book 962, page 114 and in Book 4319, page 138, RODC.

Grantor *further covenants and binds* itself, its ..... *heirs and representatives, to warrant and forever defend the title to said real estate to said* Johnny-Reb 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 Johnny-Reb Corporation ..... *hereinafter referred to as trustors, hereby transfer and convey unto* Richard A. Jones ....., *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 insurable value *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 25TH *day of* May, *19* 72.

CENTRAL OAK PRODUCTS CO.

By: Alfred C. Goris III

President

JOHNNY-REB CORPORATION

By: Arthur J. Rebsamen

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 personally acquainted, and who acknowledged that executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at office in ..... *this* ..... *day of* ..... *19* .....

Commission expires .....

MAY25'72	CONV	90,000.00		
MAY25'72	CONV	95,000.00		
MAY25'72	MORT'G	90,000.00		
MAY25'72	MORT'G	60,000.00		
MAY25'72	S'TAX		A* 481.00	
MAY25'72	S'TAX		A* 148.00	
MAY25'72	PR'FEE		A* .50	
MAY25'72	W'DEED		A* 10.00	* 639.50

Notary Public

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Richard A. Jones, *a Notary Public of the State and County aforesaid, personally appeared* Arthur C. Fabes, III, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* President *of the* Central Oak Products Co., *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 *this* 25th *day of* May, *1972*

Richard A. Jones
Notary Public

Commission expires May 17, 1975

Before me, Richard A. Jones, a Notary Public of the State and County aforesaid, personally appeared Arthur J. Rebrovick with whom I am personally acquainted, and who, upon oath, acknowledged himself to be President of the Johnny-Reb 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 Himself as President.

Witness my hand and seal, at office in Nashville this 25th day of May, 1972.

Richard A. Jones
Notary Public

Commission expires May 17, 1975

INSTALLMENT DEED

FROM

TO

B 60860

IDENTIF. REFERENCE

MAY 25 3 14 PM '72

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