This instrument prepared by:
Don L. Smith, Attorney at Law
4th Floor, American Trust Bldg.
Nashville, Tennessee 37201

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Kimbro Oil Company (NAME)	Kimbro Oil Company (NAME)	Map 163-9
2200 Clifton Road (STREET ADDRESS OR ROUTE NUMBER)	P. O. Box 1089 (STREET ADDRESS)	Par. 5
Nashville, Tenn. 37208 (CITY) (P. O. ZONE) (STATE)	Nashville, Tennessee 37202 (CITY) (ZONE) (STATE)	BOOK 4618 PAGE 540

FOR AND IN CONSIDERATION of the sum of

- Eighty-five Thousand and No/100 ($85,000.00) - - - - - - - - - *Dollars,*

of which

- Twenty Thousand and No/100 ($20,000.00) - - - - - *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder

- Sixty-five Thousand and No/100 ($65,000.00) - - - - - - - - - - *Dollars,*

HARLAN J. KIMBRO, d/b/a KIMBRO OIL COMPANY, *has executed* a promissory note of even date herewith in the principal amount of $65,000.00 payable to the order of Interchange Development Corporation and payable as follows: an interest only payment shall be due and payable one year from date of this instrument and on the same date of each year thereafter for twelve (12) successive years a principal payment in the amount of $5,416.67 plus interest shall be due and payable until principal and interest have been paid in full. Interest shall be on the unpaid balance and shall be at a rate equal to the prime rate being charged by First American National Bank of Nashville, Tennessee, as of date payment due, plus one percent (1%) with a maximum interest rate of ten percent (10%) per annum. This note may be prepaid at any time without penalty.

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,

INTERCHANGE DEVELOPMENT CORPORATION

have this day bargained and sold, and do hereby transfer and convey unto the said

HARLAN J. KIMBRO, d/b/a KIMBRO OIL COMPANY,

(successors), heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:

Tract of land in the 5th Civil District of Davidson County, Tennessee, at intersection of Interstate 24 and Bell Road.

Beginning at an iron pin at the intersection of proposed right-of-way of Cane Ridge Road and the right-of-way of Frontage Road (north side of Bell Road); said point being located 60.2 feet easterly from a concrete monument in the right-of-way of said Frontage Road and proceeding as follows:
Northwesterly with a 281.5 foot radius curve left a distance of 200 feet to an iron pin; thence, northeasterly 92.73 feet to an iron pin; thence, southeasterly with a 435.6 foot radius curve right a distance of 66.8 feet to an iron pin; thence, continuing southeasterly 136.69 feet to an iron pin; thence, southerly 134.95 feet to an iron pin; thence westerly 134.5 feet to the point of beginning and containing 0.81 acres more or less.

Said tract being in the northwest quadrant of interchange of Interstate 24 and Bell Road.

Together with all the appurtenances thereunto belonging or appertaining, and all right, title and interest which the owner of the abovedescribed

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 85,000.00

Affiant

Subscribed and sworn to before me, this the 13th day of July, 1972

Notary Public

My commission expires November 12, 1972
(Affix Seal)

premises may have in and to any and all roads, street and ways bounding said premises.

Being part of the same property conveyed to Interchange Development Corporation by deed from William R. Chasteen, Executor, of record in Book 4176, Page 128, Register's Office for said County.

This conveyance is subject to a 5-foot utility easement as shown on the recorded subdivision plat and a 15-foot setback line as shown on the recorded subdivision plat.

This conveyance is subject to deed restrictions as shown of record in Book 4176, Page 129 as follows:

The following restrictions shall be covenants running with the land, perpetually, for preservation of the integrity of the aforementioned family grave yard:

1. Water drainage will not be directed from the subject premises onto the said family grave yard.

2. A retaining wall will be constructed and maintained four (4) feet West of the East property line between the subject premises and said family grave yard. The minimum height of this retaining wall above natural ground adjacent to the family grave yard will be six (6) feet, and the top of the retaining wall will be eight (8") inches above the finished grade elevation, which is West of the retaining wall. The retaining wall will be designed by a licensed engineer and built accordingly, at sole expense and maintenance of grantee.

3. No building will be constructed on the subject premises within 40 feet of the West boundary line of the family grave yard.

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 Harlan J. Kimbro, d/b/a Kimbro Oil Company, his _____ *(successors), heirs and assigns forever.* it *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 as noted herein and for 1972 taxes which shall be prorated.

It *further covenant and bind* itself, its successors ~~heirs~~ *and representatives, to warrant and forever defend the title to said real estate to said* Harlan J. Kimbro, d/b/a Kimbro Oil Company, his _____ *(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 Harlan J. Kimbro, d/b/a Kimbro Oil Company, _____ *hereinafter referred to as trustors, hereby transfer and convey unto* Don L. Smith _____, *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 13th *day of* July, *19*72

INTERCHANGE DEVELOPMENT CORPORATION
Sheridan D. Lightfoot, Pres.

Harlan J. Kimbro
D/B/A Kimbro Oil Co.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Margaret M. Solomon, *a Notary Public in and for said County, and State,* Harlan J. Kimbro, d/b/a Kimbro Oil Company,

the within named 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* 13th *day of* July, *19*72

Margaret M. Solomon, *Notary Public*

Commission expires May 1, 1974

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STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Margaret M. Solomon, *a Notary Public in and for said County and State,* Theodore H. Lightfoot, Pres., Interchange Development Corporation *the within named 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* 13th *day of* July, *19* 72

Margaret M. Solomon *Notary Public*

Commission expires May 1, 1974

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ... *a Notary Public of the State and County aforesaid, personally appeared* ..... *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* ..... *of the* Interchange Development Corporation, *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* himself *as* .....

Witness my hand and seal, at office in Nashville, Tennessee, *this* ..... *day of* ....., *19* .....

..... *Notary Public*

Commission expires .....

JUL 13 72	CONV	85,000.00		
JUL 13 72	MORT'G	65,000.00		
JUL 13 72	S'TAX		A* 221.00	
JUL 13 72	S'TAX		A* 63.00	
JUL 13 72	PR'FEE		A* .50	
JUL 13 72	W'DEED		A* 8.00	* 292.50

INSTALLMENT DEED

FROM INTERCHANGE DEVELOPMENT CORPORATION

TO ELIAN J. KIMBRO, D/B/A KIMBRO OIL COMPANY

B 6 7 2 2 4

IDENTIF. REFERENCE

JUL 13 2 43 PM '72

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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