This instrument prepared by: Thomas C. Scott, Attorney, 1406 Nashville Trust Building, Nashville, Tennessee 37201

Installment Deed

BOOK 4644 PAGE 236

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
R. L. EATHERLY	SAME	133-5
(NAME:)	(NAME:)	69 & 213
1000 Lebanon Road		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	P/O 67-PM
Nashville, Tenn., 37210		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of One Hundred Fifty Three Thousand Seven Hundred and Ninety and 00/100 ($153,790.00) ---------- Dollars, of which none ---------- Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the ~~balance~~ full amount shown above ~~which~~ R. L. Eatherly ~~has~~ executed An installment deed note in the amount of $150,553.60 payable in full on or before October 1, 1973 with interest at the rate of 8½% percent per annum on all principal remaining from time to time unpaid

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, Miller Kimbrough, Jr., Trustee has ~~this~~ this day bargained and sold, and do hereby transfer and convey unto the said R. L. Eatherly his ~~heirs~~, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Three tracts of land described in Exhibit "A" attached hereto.

The owner and holder of the note representing the unpaid balance of the consideration agrees to release tracts of land from the lien of this Installment Deed which tracts shall be not less than one acre and such releases shall be conditioned upon payment by R. L. Eatherly, his heirs and assigns of $13,000.00 per acre and furnishing of an accurate legal description of the land to be released.

This conveyance is made subject to deeds of trust of record in Book 4309, page 806, and Book 4204, page 550, Register's Office for Davidson County, Tennessee, taxes for the year 1972 and all other matters of prior record.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 153,790.00

Subscribed and sworn to before me, this the 3rd day of Oct 19 72

R. L. Eatherly
Affiant

My commission expires: 11/12/75
(Affix Seal)

Carolyn C. Fitzhugh
Notary Public

This is improved ( ) unimproved (X) 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 R. L. Eatherly, his ~~heirs~~, 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 except as described above. I further covenant and bind myself and my heirs and representatives, to warrant and forever defend the title to said real estate to said R. L. Eatherly, his ~~heirs~~ 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 R. L. Eatherly, hereinafter referred to as Trustors ~~hereinbefore~~ hereby transfer and convey unto Thomas C. Scott, Trustee, his successor 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 Registers 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.

Witness our *hand* s *this* 3rd *day of* October, *19*72, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

R. L. Eatherly

R. L. Eatherly

Miller Kimbrough, Jr., Trustee

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Carolyn C. Lashley, *a Notary Public in and for said County and State,* R. L. Eatherly

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* 3rd *day of* October, *19*72

Carolyn C. Lashley *Notary Public*

Commission expires 11/12/75

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Robert J. Chaffin, *a Notary Public of the State and County aforesaid, personally appeared* Miller Kimbrough, Jr., Trustee, *with whom I am personally acquainted, and who, upon oath, acknowledged* self to be ~~of the~~ *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~~ self as

Witness my hand and seal, at office in Nashville, Tenn., *this* 6th *day of* Oct., *19*72

JAN. 30, 1974

Robert J. Chaffin *Notary Public*

Commission expires

INSTALLMENT DEED

FROM

TO

B 78969

IDENTIF. REFERENCE

OCT 6 11 14 AM '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

EXHIBIT "A" TO AN INSTALLMENT DEED DATED OCTOBER 3, 1972, MILLER KIMBROUGH, JR., AS GRANTOR AND R. L. EATHERLY AS GRANTEE

TRACT I:

A tract of land lying in the 6th Civil District of Davidson County, Tennessee, being 3.83 acres, more or less, shown as Reserved Parcel "A" on the Plan of Section VIII of Allied Industrial Park, Book 4060, page 83, Register's Office for Davidson County, Tennessee and being tract no. 1 of the real estate conveyed to Miller Kimbrough, Jr., Trustee, by Peter B. Curlin and wife, Mary H. Curlin, by deed of record in Book 4309, page 803, Register's Office for said County;

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TRACT II:

A tract of land lying in the 6th Civil District of Davidson County, Tennessee, being 2.63 acres, more or less, being a portion of Reserved Parcel "A" on the Plan of Section V of Allied Industrial Park, Book 3842, page 175, Register's Office for Davidson County, Tennessee and being bounded on the north by Lot No. 14-C on the Plan of Allied Industrial Park, Section 14 as of record in Book 4350, page 33, Said Register's Office and property owned by Keystone Properties by deed recorded in Book 4369, page 646, said Registers Office; bounded on the east by property owned by Miller Kimbrough, Jr., Trustee, as of record in Book 4309, page 803, said Register's Office, on southeast by Lot 14-D, Allied Industrial Park as of record in Plat Book 4350, page 173, Register's Office for said county. Bounded on the South by Lot 14-A on the Plan of Section V of Allied Industrial Park, Book 3842, page 175, Register's Office for said County, and bounded on the west by Vulcan Drive.

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TRACT III:

A tract of land lying in the 6th Civil District of Davidson County, Tennessee, being 5.37 acres and bounded on the south by property owned by Carl P. Gardner, et al, as of record in Book 4311, page 559, Register's Office for Davidson County, Tennessee; bounded on the southwest by Atlas Drive; bounded on the west by property owned by Mendenhall Enterprises, Inc., as of record in Book 4509, page 619, Register's Office for said County; and bounded on the north by property owned by D. H. Overmeyer Warehouse Co. as of record in Book 3888, page 219, Register's Office for said County.

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OCT-6	CONV	90,000.00		
OCT-6	CONV	63,790.00		
OCT-6	MORT'G	90,000.00		
OCT-6	MORT'G	60,553.60		
OCT-6	S'TAX		A* 399.88	
OCT-6	S'TAX		A* 148.60	
OCT-6	PRTFEE		A* .50	
OCT-6	W'DEED		A* 6.00	* 554.98