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

Installment Deed

BOOK 4647 PAGE 604

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Deffet Rentals, Inc.	SAME	
1120 Morse Road	(NAME)	134
PO Box 377, Beechwold Station	(STREET ADDRESS)	67
(STREET ADDRESS OR ROUTE NUMBER)		
Columbus, Ohio 43229		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of FIVE HUNDRED NINETY THOUSAND EIGHT HUNDRED FORTY AND NO/100 ($590,840.00) ---------- Dollars, of which ONE HUNDRED TWENTY ONE THOUSAND AND NO/100 ($121,000.00) ---------- Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder FOUR HUNDRED SIXTY NINE THOUSAND EIGHT HUNDRED FORTY AND NO/100 ($469,840.00) ---------- Dollars, Deffet Rentals, Inc. has executed its Installment Deed Note of even date herewith payable in three annual installments with interest as is more particularly described in said note.

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, U. Grant Browning and G. T. Scott, Trustees have this day bargained and sold, and do hereby transfer and convey unto the said Deffet Rentals, Inc., an Ohio corporation, its (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows: being that real estate described on Exhibit A attached hereto

U. Grant Browning and G. T. Scott, Trustees, hereby agree to release from the lien hereof the subject real estate conditioned upon payment by the Grantee or owner of said real estate of Twenty Thousand and NO/100 ($20,000.00) DOLLARS per acre to be applied in reduction of the principal of the Installment Deed Note secured hereby and further conditioned upon the Grantee or owner furnishing an accurate survey of the real estate to be released.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater for this transfer is $ 590,840.00

Affiant

Subscribed and sworn to before me, this the 18th day of October 19 72

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

Notary Public

This is improved unimproved 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 Deffet Rentals, Inc., its (successors), heirs and assigns forever. We covenant that we are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Deffet Rentals, Inc. (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 Deffet Rentals, Inc. hereinafter referred to as trustors, hereby transfer and convey unto Thomas C. Scott, 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 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 18th 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.

By: G. T. Scott, Attorney in Fact — DEFFET RENTALS, INC.

U. GRANT BROWNING, TRUSTEE

G. T. Scott

G. T. SCOTT, TRUSTEE

STATE OF ~~TENNESSEE~~ XXXXX
COUNTY OF ~~DAVIDSON~~ XXXXXXX } Tennessee Davidson

Personally appeared before me, CAROLYN C. LASHLEY, a Notary Public in and for said County and State, G. T. SCOTT, as Trustee and as attorney in fact for U. Grant Browning

the within named bargainor s, 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 18th day of October, 19 72.

Carolyn C. Lashley Notary Public

Commission expires 11/12/75

STATE OF ~~TENNESSEE~~ OHIO
COUNTY OF ~~DAVIDSON~~ Franklin

Before me, Danna Eve Shelton, a Notary Public of the State and County aforesaid, personally appeared John A. Tonti, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Vice-President-Treasurer of the DEFFET RENTALS, INC, the within named bargainor, a corporation, and that he as such Vice President-Treasurer, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Vice President

Witness my hand and seal, at office in State of Ohio, County of Franklin, this 18th day of October, 19 72.

Danna Eve Shelton Notary Public

Commission expires 8/14/77

DANNA E. SHELTON
Notary Public, Franklin County, Ohio
My Commission Expires August 15, 1977

INSTALLMENT DEED

FROM

TO

B 8 0 5 4 2

B80542

IDENTIF. REFERENCE

OCT 18 1 12 PM '72

FELIX Z. WILSON 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 as of October 18, 1972 from U. Grant Browning and G. T. Scott, Trustees to Deffet Rental, Inc.

Land in Davidson County, Tennessee, as follows:
BEGINNING at the intersection of the easterly margin of Linbar Lane and the easterly margin of Wallace Road; thence in a northerly direction along the easterly margin of Wallace Road, North 0° 05' East 317.11 feet to a point in the easterly margin of Wallace Road; thence in a northerly direction along the easterly margin of Wallace Road, North 2° 50' East 678.75 feet to a point; thence North 68° 24' East 11.24 feet to a fence corner; thence North 83° 12' East 98.09 feet to a fence corner; thence South 73° 09' East 496.21 feet to a fence corner; thence South 30° 14' East 1492.20 feet to a concrete monument; thence South 30° 14' East 736.20 to a concrete monument; thence North 87° 53' West 153.41 feet to a point in the easterly boundary of Linbar Drive; thence with the easterly margin of said Linbar Drive in a northwesterly direction North 30° 09' West 647.87 feet to a point; thence with said boundary of Linbar Drive along a curve to the left with a radius of 448.82 feet and a length of 695.21 feet to a point in said boundary of Linbar Drive; thence South 61° 06' West 110.71 feet to a point; thence along said boundary of Linbar Drive along a curve to the right with a radius of 309.61 feet and a length of 490.37 feet to a point in said boundary of Linbar Drive; thence along said boundary of Linbar Drive in a northwesterly direction North 28° 09' 237.50 feet to the point of beginning, containing approximately 29.542 acres and being described according to a survey by Hart-Freeland-Roberts, Inc., dated June 13, 1972.
Being part of the property conveyed to U. Grant Browning and G. T. Scott, Trustees, with full power, by deed from Ervin M. Entrekin, Trustee with full power, et al, of record in Book 4237, page 585, Register's Office for said County.

RECORDER'S MEMO
Legibility of Writing, Typing or Printing In This Document Unsatisfactory When Received.

OCT 18	CONV	*	590,840.00	
OCT 18	MORT'G	*	469,840.00	
OCT 18	S'TAX		A* 1,536.08	
OCT 18	S'TAX		A* 467.80	
OCT 18	PR'FEE		A* .50	
OCT 18	W'DEED		A* 6.00	* 2,010.38