Installment Deed

Prepared by: Alan L. Saturn, Esq.
1822 Parkway Towers
Nashville, Tenn.37219

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
EARTH SERVICES OF NASHVILLE, INC.	SAME BOOK 4707 PAGE 931	MAP 163
(NAME:) 11th Floor, Gem City Savings	(NAME:)	p/o PARCEL 90
(STREET ADDRESS OR ROUTE NUMBER) Bldg. Dayton, Ohio 45402	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of ONE MILLION ONE HUNDRED FIFTY-TWO THOUSAND AND NO/100----------($1,152,000.00)---------- *Dollars,*

of which TWO HUNDRED FORTY THOUSAND AND NO/100------($240,000.00)---------

Dollars, has been paid in cash,

the receipt of which is hereby acknowledged, and for the remainder of Nine Hundred Twelve Thousand and no/100----------($912,000.00)---------- *Dollars,*

EARTH SERVICES OF NASHVILLE, INC., an Ohio Corporation, authorized to do business in the State of Tennessee, *has executed* its Promissory Note of even date herewith, in the original principal amount of Nine Hundred Twelve Thousand and no/100----($912,000.00)----Dollars payable to the order of ALBAR BUILDING INDUSTRIES, a partnership composed of Barry Zeitlin and wife, Linda Zeitlin, in five (5) equal annual installments of One Hundred Eighty-Two Thousand Four Hundred and no/100------ ($182,400.00)---Dollars each plus interest on the unpaid balance at the rate of 7-1/2% per annum with the first installment of principal and interest being due one year from date hereof and the remaining installments of principal and interest due each year thereafter until paid in full with the privilege of prepayment 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, ALBAR BUILDING INDUSTRIES, a partnership composed of Barry Zeitlin and wife, Linda Zeitlin,

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

EARTH SERVICES OF NASHVILLE, INC., an Ohio Corporation, authorized to do business in the State of Tennessee, its *(successors), heirs and assigns,*

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

A tract of land in the Fifth Civil District of Davidson County, Tennessee, described according to survey by Parrish-Ragan, Inc., dated August 16, 1972, as follows:

Beginning at a point where the center of Mill Creek intersects the southerly margin of Bell Road, said point being 40 feet opposite and perpendicular to a point in the centerline of Bell Road that is south 77° 52' east, a distance of 824.2 feet from the centerline intersection of Bell Road with Blue Hole Road; thence with the southerly margin of Bell Road south 77° 52' east, a distance of 275.5 feet to a state highway monument; thence with a 1460.33 feet radius curve to the left a distance of 494.15 feet to a point; thence leaving the southerly margin of Bell Road south 7° 04' east, a distance of 346.5 feet to an iron pin; thence south 56° 46' west, a distance of 97.3 feet to an iron pin; thence south 53° 11' west, a distance of 145.5 feet to an iron pin; thence south 10° 28' west, a distance of 208.5 feet to an iron pin; thence south 0° 11' west, a distance of 193.8 feet to an iron pin; thence south 1° 22' east, a distance of 178.6 feet to an iron pin; thence south 3° 37' east, a distance of 149.4 feet to an iron pin; thence south 1° 42' east, a distance of 254.6 feet to an iron pin; thence south 6° 06' west, a distance of 216.4 feet to an iron pin; thence south 7° 09' west, a distance of 102.7 feet to an iron pin; thence south 28° 39' west, to an iron pin at 174.3 feet a total distance of 627.1 feet to an iron pin in the center of a 150 foot Tennessee Valley Authority Transmission line easement; thence south 3° 19' west, a distance of 120.0 feet to a P. K. nail in rock; thence south 14° 34' east, a distance of 139.6 feet to a point; thence north 86° 47' west, a distance of 455.1 feet to a point in the center of Mill Creek; thence with the center of Mill Creek south 17° 49' east, a distance of 261.4 feet to a point; thence south 1° 04' west, a distance of 327.0 feet to a point; thence leaving the center of Mill Creek north 86° 58'

STATE OF TENNESSEE, COUNTY OF DAVIDSON } The actual consideration or value whichever is greater, for this transfer is $1,152,000.00

Subscribed and sworn to before me, this the 16 day of 19 73

Affiant

My commission expires 2-14-75 (Affix Seal)

Notary Public

west, a distance of 1255.0 feet to a point in the easterly margin of Blue Hole Road; thence with the easterly margin of Blue Hole Road in a northerly direction with a 911.22 foot radius curve to the right a distance of 379.36 feet; thence with a 2044.84 feet radius curve to the left a distance of 453.85 feet to a point; thence north 16° 43' west, a distance of 450.6 feet to a point; thence with a 961.68 feet radius curve to the right a distance of 297.37 feet to a point; thence with a 438.53 feet radius curve to the right a distance of 112.77 feet to a point; thence with a 935.61 feet radius curve to the right a distance of 289.85 feet to a point; thence north 33° 29' east, a distanc of 46.7 feet to a point; thence leaving the easterly margin of Blue Hole Road north 46° 54' east, a distance of 341.8 feet to a point in the center of Mill Creek; thence with the center of Mill Creek north 37° 46' east, a distance of 257.4 feet to a point; thence north 50° 17' east, a distance of 202.6 feet to a point; thence north 51° 56' east, a distance of 309.6 feet to a point; thence north 61° 15' east, a distance of 423.5 feet to a point; thence north 69° 57' east, a distance of 232.0 feet to a point; thence north 42° 34' east, a distance of 222.7 feet to the point of beginning and containing 125.6 acres, more or less.

Being part of the property conveyed to McDowell Development Corporation, a Tennessee corporation, by deed from Ben A. Shelton and wife, Carol D. Shelton, of record in Book 4634, Page 781, Register's Office for Davidson County, Tennessee.

BOOK 4707 PAGE 932

This conveyance is subject to a permanent easement and right-of-way for electric power transmission purposes vested in the United States of America by judgment of record in Book 3876, Page 107, Register's Office of Davidson County, Tennessee.

This conveyance is subject to all easements depicted on survey of the premises conveyed herein dated August 16, 1972, by Parrish-Ragan, Inc., and being Job No. 72-046.

This conveyance is subject to taxes for the calendar year, 1973, which have been prorated but not paid, and assumed in full by the grantee.

~~This conveyance is subject to an easement contained for purposes of Blue Hole Road of record in Misc. Book 56, Page 186, Clerk's Office of Davidson County, Tennessee, dated October 29, 1957.~~

Grantee shall be entitled to receive a partial release of property up to 20% upon payment of the down payment, and a similar 20% upon each annual installment payment required by the note hereinabove set forth. In addition grantee shall be entitled to obtain a release of one acre of land for each Eleven Thousand Two Hundred Sixty-Three and no/100——($11,263.00)--Dollars paid on principal, until the full purchase price has been paid. Grantors agree that they will obtain releases from any vendor's liens upon such property being sought to be released upon payment from the grantee herein.

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 _____ *(successors), heirs and assigns forever. covenant that 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 vendor's lien retained in the deed from Ben A. Shelton, et ux, to McDowell Development Corporation, of record in Book 4634, page 781, Register's Office, Davidson County, Tennessee, and vendor's lien retained in the deed from McDowell Development Corporation to Albar Building Industries, a partnership, of record in Book 4644, page 718, Register's Office for Davidson County, Tennessee, and grantor, at such time that grantee obtains releases of the property from the lien obtained herein, shall cause the lien retained in Book 4634, page 781, and Book 4644, page 718, to be released from that portion of the property which is released from the lien retained in this conveyance.

We further covenant and bind ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* EARTH SERVICES OF NASHVILLE, INC., 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 EARTH SERVICES OF NASHVILLE, INC., an Ohio Corporation, authorized to do business in the State of Tennessee, *hereinafter referred to as trustors, hereby transfer and convey unto* ALAN L. SATURN *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

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

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 16th *day of* May, *19* 73.

EARTH SERVICES OF NASHVILLE, INC.

By: Billy B. Dickey Jr.
GILBERT B. DICKEY, JR., President

By: James R. Geisenfeld
JAMES R. GEISENFELD, Secretary

ALBAR BUILDING INDUSTRIES, a partnership

By: Barry Zeitlin, Partner

By: Linda Zeitlin, Partner

RECEIVED
MAY 21 1973
REGISTER'S OFFICE
DAVIDSON COUNTY, TENN.
MORTGAGE TAX $ .00
CLERK $ .00

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, ALAN L. SATURN, *a Notary Public in and for said County and State,* BARRY ZEITLIN and wife, LINDA ZEITLIN, being all of the partners of ALBAR BUILDING INDUSTRIES, a partnership,

the within named bargainor S., with whom I am personally acquainted, and who acknowledged that they *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at NASHVILLE, *Tennessee, this* 16th *day of* May, *19* 73.

Alan L. Saturn
Notary Public

Commission Expires 2-4-75

NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

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

STATE OF .....

COUNTY OF .....

BOOK 4707 PAGE 934

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.....

.....Notary Public

Commission expires.....

MAY16	CONV	*	.00	1,152,200.00
MAY16	MORT'G	*	.00	912,000.00
MAY16	S'TAX		A*	2,995.20
MAY16	S'TAX		A*	910.00
MAY16	PR'FEE		A*	.50
MAY16	DEED		A*	8.00 * 3,913.70

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Imogene P. Etter, a Notary Public of the State and County aforesaid, personally appeared GILBERT B. DICKEY, JR. *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* President *of the* EARTH SERVICES OF NASHVILLE, INC. *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, Tennessee *this* 16th *day of* May *19* 73

Imogene P. Etter Notary Public

Commission expires Sept. 12, 1973

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Imogene P. Etter, a Notary Public of the State and County aforesaid, personally appeared JAMES R. GEISENFELD, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Secretary of the EARTH SERVICES OF NASHVILLE, INC., the within named bargainor, a corporation, and that he as such Secretary, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Secretary.

Witness my hand and seal, at office in Nashville, Tennessee, this 16th day May, 1973.

Imogene P. Etter Notary Public

Commission Expires: Sept. 12, 1973

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

INSTALLMENT DEED

FROM ALBAR BUILDING INDUSTRIES, INC., a partnership composed of Barry Zeitlin and wife, Linda

TO EARTH SERVICES OF NASHVILLE, INC., An Ohio Corporation

C06901

IDENTIF. REFERENCE

MAY 16 4 33 PM '73

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