Installment Deed

This instrument was prepared by,
Bass, Berry & Sims, Attorneys
1000 American Trust Bldg.
Nashville, Tennessee

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP, PARCEL NUMBERS
Horrell Realty and Investment Company	(SAME)	Map 118-16
(NAME:) 3030 Sidco Drive	(NAME:) BOOK 4769 PAGE 352	Page 71
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of TWO HUNDRED THOUSAND AND No/100 ($200,000.00) ---------- *Dollars,*

of which FORTY THOUSAND AND No/100 ($40,000.00) ---------- ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder ONE HUNDRED SIXTY THOUSAND AND no/100 ($160,000.00) ---------- *Dollars,*

Fred Horrell, Steve Horrell and Henry Horrell, Partners, d/b/a Horrell Realty and Investment Company *have executed* their Promissory Note of even date herewith bearing interest at eight and one-half per cent (8 1/2%) per annum payable in two hundred forty approximately equal monthly installments,

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, THE SOUTHWESTERN COMPANY, a Tennessee corporation, has ~~have~~ does *this day bargained and sold, and do hereby transfer and convey unto the said* Fred Horrell, Steve Horrell and Henry Horrell, Partners, d/b/a Horrell Realty and Investment Company, their *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in Davidson County, Tennessee, being Lot No. 46, Section 3, Sidco Subdivision, as of record in Book 2663, page 41, Register's Office for said County.

Beginning at a point in the south right-of-way of Norris Avenue at the centerline of the L & N Railroad spur tract, said point being approximately 230 feet east of the east right-of-way of Sidco Drive and 25.3 feet east of a concrete monument in said south right-of-way of Norris Avenue, and said point being the northwest corner of the lot being described and also its common corner with Lot No. 45; thence South 87° 20' East, 209.5 feet with said south right-of-way to a point, said point being the common corner of Lots Nos. 46 and 53; thence South 2° 40' West, 349.19 feet with the common line of said Lot No. 53, crossing said railroad spur tract to a point in the centerline of an existing railroad spur tract; thence North 65° 01' West, 124.66 feet with the centerline of said existing spur tract to a point; thence North 24° 59' East, 25.0 feet to a concrete monument; thence North 50° 00' East 25.0 feet to a point in the centerline of an existing railroad spur tract; thence following the centerline of said railroad spur on a curve to the right having a radius of 478.34 feet, 291.15 feet to the point of beginning.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 200,000.00

Subscribed and sworn to before me, this the 1st day of November 1973

Affiant (Southwestern Co.)

My commission expires: 5-7-77

(Affix Seal)

Notary Public

BEING the same property conveyed to THE SOUTHWESTERN COMPANY, a Tennessee corporation, by Warranty Deed from 2968 Corporation dated January 7, 1969, of record in Book 4298, Page 888, Register's Office for Davidson County, Tennessee, 2968 Corporation being a successor to The Southwestern Company which took title to said property by Warranty Deed from Peter B. Curlin and wife of record in Book 4192, page 46, R.O.D.C.T. This conveyance is expressly made subject to the following:

(1) 1973 Real Property Taxes which have been prorated and assumed by Grantees.

(2) Easements, Owner's Certificate and restrictions shown on Plan of record in book 2663, page 41, R.O.D.C.T.

(3) Easement in favor of U.S.A. reserving rights in fissionable materials, of record in Book 2156, page 347, R.O.D.C.T.

(4) Easement for the use of all sewage facilities and equipment in, on and over premises as set out in instrument of record in Book 2707, page 619, R.O.D.C.T.

(5) Easement in favor of L & N Railroad of record in Book 2499, page 86, R.O.D.C.T., as partially released by instrument of record in Book 4130, page 199, R.O.D.C.T.

(6) Restrictive covenants of record in Book 2708, page 87, as amended by instruments of record in Book 2741, page 553, Book 3029, page 174, and Book 3221, page 12, R.O.D.C.T.

(7) Rights of tenant under sub-lease dated February 19, 1969 between Child's Toggery, Inc. and J. C. Penny Company, Inc., consented to by Grantor (unrecorded).

This is unimproved ( ) improved (X) property, known as 621 Norris Avenue, Nashville, Tennessee
(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 Fred Horrell, Steve Horrell, and Henry Horrell, Partners, d/b/a Horrell Realty and Investment Company, their *(successors),* ~~heirs~~ *and assigns forever.* Grantor ~~covenants~~ *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 set forth above.

Grantor *further covenants* and binds itself, its successors, ~~heirs~~ *and representatives, to warrant and forever defend the title to said real estate to said* Fred Horrell, Steve Horrell, and Henry Horrell, Partners, d/b/a Horrell Realty and Investment Company, their *(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 Fred Horrell, Steve Horrell, and Henry Horrell, Partners, d/b/a Horrell Realty and Investment Company *hereinafter referred to as trustors, hereby transfer and convey unto* John H. Bailey, III, *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 provide the lienholder hereunder a certificate of such insurance*

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

* satisfactory to lienholder.

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 1st *day of* November, 1973.

THE SOUTHWESTERN COMPANY

ATTEST: Leon Church
Asst. Secretary

By Jack Rogers V.P.
V.P.

HORRELL REALTY AND INVESTMENT COMPANY, a Partnership

By Fred Horrell
Fred Horrell, Partner

By Steve Horrell
Steve Horrell, Partner

By Henry Horrell
Henry Horrell, Partner

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, John H. Bailey, II, *a Notary Public in and for said County and State,* Fred Horrell, Steve Horrell and Henry Horrell

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* 1st *day of* November, 1973.

John H. Bailey, II
Notary Public

Commission expires 5/7/77

JOHN H. BAILEY, II NOTARY PUBLIC STATE OF TENNESSEE

STATE OF .....

COUNTY OF .....

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.....

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, John H. Bailey, III, *a Notary Public of the State and County aforesaid, personally appeared* Tate Rogers and Leon Church, *with whom I am personally acquainted, and who, upon oath, acknowledged* themselves *to be* Vice President and Asst Secy *of the* SOUTHWESTERN COMPANY, *the within named bargainor, a corporation, and that* ~~he~~ *as such* officers, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* themselves *as* Vice President + Asst Secy

Witness my hand and seal, at office in Nashville, Tenn.
this 1st *day of* November, *19*73.

John H. Bailey, III *Notary Public*

Commission expires 5/7/77

NOTARY PUBLIC * DAVIDSON COUNTY * STATE OF TENNESSEE

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

DEC-4 73	CONV	90,000.00		
DEC-4 73	CONV	90,000.00		
DEC-4 73	CONV	20,000.00		
DEC-4 73	MORT'G	90,000.00		
DEC-4 73	MORT'G	70,000.00		
DEC-4 73	S'TAX		A* 520.00	
DEC-4 73	S'TAX		A* 158.00	
DEC-4 73	P&F FEE		A* .50	
DEC-4 73	M'DEED		A* 8.00	* 686.50

INSTALLMENT DEED

FROM THE SOUTHWESTERN COMPANY

TO Fred Horrell, Steve Horrell, Henry Horrell, Partners, d/b/a Horrell Realty and Investment Company

C 3 3 9 1 2

IDENTIF. REFERENCE

DEC 4 10 47 AM '73

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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