Prepared by Greenwood & Shadd
Spence Beck
Nashville, Tenn.

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
H.B.Grader & William J.	Same	Map 39
(NAME): 1022 6th Ave N Crosslin, Jr.	(NAME): BOOK 4786 PAGE 304	Parcel 86
(STREET ADDRESS OR ROUTE NUMBER): Nash. Tenn	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of THIRTY-EIGHT THOUSAND AND NO/100 ----------($38,000.00)---------- *Dollars,*

of which NINETEEN THOUSAND AND NO/100---------- ----------($19,000.00)---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder NINETEEN THOUSAND AND NO/100 ----------($19,000.00)---------- *Dollars,*

H. B. Grader and William J. Crosslin, Jr., trustees for X-L Distributing Co. Profit Sharing Trust *have* executed their Installment Deed note of even date, payable in monthly installments of $225.54, beginning on the 4 day of March, 1974, and continuing with a like amount on the same day of each succeeding month, for a total of 120 payments; said payments include interest at the rate of 7 1/2% per annum,

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, I, Joe Carney,

have this day bargained and sold, and do hereby transfer and convey unto the said H. B. Grader and William J. Crosslin, Jr., trustees for X-L Distributing Co. Profit Sharing Trust their *(successors), heirs and assigns,*

Two tracts of land in the 14th, formerly 24th Civil District of ~~XXXXXXXXXXXXXXX~~ *Davidson County, Tennessee, as follows:*

TRACT NO. I: Beginning at an old beech stump at the foot of a hill, being a corner of George W. Carney's land and in Freeman's west line and running thence with Freeman's West line, along the center of a ridge, north 47-1/2° east 22.4 poles to a hickory, north 49° east 15.3 poles to a black locust, north 39° east 21.1 poles to a hickory stump, north 21-1/2° east 19 poles to a hickory, North 30-1/4° east 7 poles to a double hickory, north 41° east 24 poles to a sugar tree, north 40° east 20.6 poles to a hickory; north 62-3/4° east 17.2 poles to a stake at Freeman's northwest corner and G. W. Blunkall's southwest corner; thence with Blunkall's west line, north 12-1/2° east 56 poles to Blunkall's northwest corner and Sadler's southwest corner at a small oak; thence with Sadler's west line, north 8° West 31-1/2 poles more or less to a stake and pointer, said point being the corner of lands owned by Sadler Johnson and Mrs. Ladd; thence with Mrs. Ladd's south line, North 86-1/2° west 24.7 poles, south 86-3/4° west 19.35 poles to F. E. Barnes' northeast corner; thence with said Barnes' east line South 22° west 24.55 poles to the corner of a fence; thence with the center of a ridge south 28° east 10.2 poles to an oak in the fence; thence south 5° east 13.75 poles to an oak; thence south 22-1/2° west 16 poles to a stake; thence south 42-1/2° west 16-1/2 poles to a hickory; thence south 46-1/2° west 44 poles to an ash; thence south 42° west 14.3 poles to a post; thence south 10-1/2° west 11.2 poles to said Barnes' southeast corner and G. W. Carney's northeast corner; thence with Carney's east line south

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater for this transfer is $ 38,000.00

Subscribed and sworn to before me, this the 4 day of February, 1974

Joe Carney
Affiant

My commission expires 7-1974 (Affix Seal)

Notary Public

6-1/2° west 51 poles to a point near a spring; thence south 28-1/2° east 23.4 poles to the beginning, containing 62.67 acres, more or less, according to a survey made by Erle Drake, County Surveyor, on April 22, 1926.
Being the same property conveyed to Joe Carney by deed from J. Warren Carney and wife, of record in Book 1540, page 547, Register's Office for said County.

TRACT NO. II: Land located in the 14th Civil District of Davidson County, Tennessee, on the east side of Highway 41, and being shown as Parcel No. 1 on a survey dated August 4, 1970, made by Wayne S. Cooper, Sr., Surveyor, and according to said survey is described as follows:
Beginning at an iron pin in the east margin of Highway 41 and the southwest corner of this property; thence North 49° 48' East 36.0 feet along fence line to an iron pin in corner of fence and common to Joe Carney's southwest corner; thence North 26° 20' West 426.0 feet along fence line to an iron pin near spring; thence North 5° 40' East 336.0 feet along line common to Joe Carney to an iron pin in fence line north of road to Joe Carney's; thence South 52°30' West 384.0 feet along branch and north side of Joe Carney's road to an iron pin in the east margin of Highway 41; thence South 43°26' East 664.0 feet along east margin of highway to point of beginning, containing 2.2 acres, more or less.
Being the same property conveyed to Joe Carney, by deed from John W. Carney, Archie Marvin Carney, Oda Katherine Carney Garrett and Audrey Carney Santi, as devisees under the will of Jesse Warren Carney, deceased, of record in Book 4456, page 1, Register's Office for said County.
Lillian Carney, the wife of Joe Carney, joins in this conveyance for the sole purpose of conveying any and all of dower and homestead she may have in the above described property and no further. rights

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 H. B. Grader and William J. Crosslin, Jr., Trustees for X-L Distributing Co. Profit Sharing Trust *their (successors), 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 of record.

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

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* H. B. Grader and William J. Crosslin, Jr., Trustees for X-L Distributing Co. Profit Sharing Trust 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 H. B. Grader and William J. Crosslin, Jr., Trustees for X-L Distributing Co. Profit Sharing Trust *hereinafter referred to as trustors, hereby transfer and convey unto* Hunter Short, *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