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

Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Hermitage Electric Supply Corp. (NAME)	S A M E (NAME)	
531 LaFayette Street (STREET ADDRESS OR ROUTE NUMBER)	BOOK 4801 PAGE 153 (STREET ADDRESS)	93-10-219
Nashville, Tennessee 37203 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of ONE HUNDRED SIXTY-FIVE THOUSAND AND NO/100 ($165,000.00) - *Dollars,*

of which Thirty Thousand and no/100 ($30,000.00) - *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder One Hundred Thirty-Five Thousand and no/100 ($135,000.00) - *Dollars,*

Hermitage Electric Supply Corp., a Tennessee corporation

*ha*S ~~*executed*~~ caused to be executed its Promissory Note of even date herewith payable to the order of Maria P. Brown in the principal amount of $135,000.00 plus interest from date at the rate of 9% per annum and payable in 120 equal monthly installments of principal and interest in the aggregate amount of $1,710.13 each with the first installment being due on May 1, 1974, and subsequent installments being due thereafter on the same date of each succeeding month until said indebtedness, principal and interest, is paid in full.

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, Maria P. Brown

has ~~*have*~~ *this day bargained and sold, and* does ~~*do*~~ *hereby transfer and convey unto the said* Hermitage Electric Supply Corp.

its *(successors),* ~~*heirs*~~ *and assigns,*

certain real estate in Davidson County, Tennessee, as follows: Two tracts described as follows:

TRACT NO. 1: Being parts of Lot Nos. 81 and 82 on the plan of Barrow Grove together with an alley known as Buck's Alley, now closed, as of record in Book S, page 279, Register's Office for said County, described as follows:

Beginning on the southerly margin of Lea Avenue, formerly South Union Street, being 8 feet west of the Northwest corner of said Lot No. 81, thence southerly 186 feet, more or less, to a point 8 feet west of the Northwest corner of the property conveyed to W. M. Liddon by deed from W. B. Ferriss and others, of record in Book 1357, page 345, said Register's Office, thence, eastwardly 88 feet, more or less, to the Southwest corner of the T. F. Saltsman Lot, running thence with his westerly line northerly to the southerly margin of Lea Avenue, thence with the southerly margin of Lea Avenue westerly 106 feet, more or less, to the beginning.

TRACT NO. 2: Being parts of Lots Nos. 82, 83, 84 and 85 on the plan of Barrow Grove and that part of Buck's Alley, now closed, as of record in Book "S", page 279, Register's Office for said County, described as follows:

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer, is $165,000.00

Subscribed and sworn to before me, this the 29th day of March 1974

My commission expires: 4/25/76 (Affix Seal)

[signature] (Affiant)

[signature] Notary Public

MARY EMSLEY NOTARY PUBLIC AT LARGE

Beginning at a point in the west margin of 5th Avenue South, 30 feet south of the Northeast corner of Lot No. 82, running thence with the west margin of said Avenue, southwardly 152 feet to a point; thence around a curve to the right, with a radius of 45 feet, a distance of 110 feet to a point in the north margin of LaFayette Street, as extended; thence with the same, northwestwardly 212-1/2 feet, thence northwardly 23 feet, thence eastwardly 218 feet to the beginning.

Being the same property conveyed to Maria P. Brown, by deed from Liddon White Truck Co., Inc., a Tennessee corporation, of record in Book 2747, page 608, Register's Office for said County. And Metropolitan Council Bill No. 63-66 as to closing of Buck's Alley.

For the consideration paid and to be paid by Grantee, Maria P. Brown hereby assigns, transfers and sets over unto Hermitage Electric Supply Corp. all of her right, title and interest in and to a certain Lease Agreement between Maria P. Brown as Landlord and Bob Pearsall Motors, Inc. as Tenant of record in Book 3235, page 226, Register's Office of Davidson County, Tennessee, to be effective from and after April 1, 1974.

unimproved ( )
This is improved (X) property, known as 500 LaFayette Street, Nashville, Tennessee 37203
(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 Hermitage Electric Supply Corp. its *(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 for 1974 taxes which have been prorated and assumed by Grantee, and except for easements for utility purposes retained by the Metropolitan Government of Nashville and Davidson County, Tennessee, and except for the Lease hereinabove assigned to Grantee.

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* Hermitage Electric Supply Corp. 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 Hermitage Electric Supply Corp. *hereinafter referred to as trustors, hereby transfer and convey unto* Frank A. Berry, Jr., *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 $135,000.00, *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.

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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 19th *day of* March, *19* 74

Maria P. Brown
MARIA P. BROWN

HERMITAGE ELECTRIC SUPPLY CORP.

By Gerald Klerscher
President

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Mary Emery, *a Notary Public in and for said County and State,* Maria P. Brown,

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

Witness my hand and official seal at Nashville, *Tennessee, this* 29th *day of* March, *19* 74.

Mary Emery
Notary Public

Commission expires 4/25/76

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

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BOOK 4801 PAGE 156

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, Mary Emsley, *a Notary Public of the State and County aforesaid, personally appeared* Gerald Fleischer, *with whom I am personally acquainted, and who, upon oath, acknowledged* himself *to be* President *of the* Hermitage Electric Supply Corp., *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* himself *as* President.

Witness my hand and seal, at office in Nashville, Tennessee,
this 29th *day of* March, *19*74.

Mary Emsley *Notary Public*

Commission expires 4/25/76

MARY EMSLEY NOTARY PUBLIC AT LARGE STATE

PLEASE RETURN TO
CHICAGO TITLE INS. CO.
AMERICAN TRUST BLDG.
NASHVILLE, TENN. 37201 23275

INSTALLMENT DEED

FROM

MARIA P. BROWN

TO

HERMITAGE ELECTRIC SUPPLY CORP.

C 47795

IDENTIF. REFERENCE

APR 1 8 08 AM '74

FELIX Z. WILKINS II REGISTER
DAVIDSON COUNTY, TENN.

RECEIPT NO.

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238

RECORDER'S MEMO: Legibility of writing, typing or printing unsatisfactory in this document when received.

APR-1 74	CONV	90,000.00			
APR-1 74	CONV	75,000.00			
APR-1 74	MORT'G	90,000.00			
APR-1 74	MORT'G	45,000.00			
APR-1 74	S'TAX		A*	429.00	
APR-1 74	S'TAX		A*	133.00	
APR-1 74	PR'FEE		A*	.50	
APR-1 74	W'DEED		A*	8.00	* 570.50