INSTALLMENT DEED

For and in Consideration of the sum of Three Hundred Sixty-Six Thousand Nine Hundred Six and 00/100 Dollars, of which Eleven Thousand Dollars, has been paid in cash by Grantees the receipt of which is hereby acknowledged, and for the remainder Three Hundred Fifty-Five Thousand Nine Hundred Six and 00/100 Dollars, the said Grantees have assumed the balance due of $255,906 on a note in the original amount of $300,000 secured by deed of trust to James B. Turner, trustee, as of record in Book 4233, page 677, Register's Office for Davidson County, Tennessee, and have executed their joint promissory note of even date herewith in the principal sum of $100,000 payable to the order of Charles Galbreath in 119 monthly installments of $1,240 and one monthly payment of $1,220 including principal and interest at 8 1/2%, the first installment matures on the 15th day of April, 1974, and one installment on the 15th day of each month thereafter until the total amount of said 120 installments have matured.

8 1/2

all of said notes bearing ~~six~~ per cent interest from date, and providing for payment of attorney's fees, and to secure the payment of said notes, principal and interest, and attorney fees, a lien is expressly retained on the land herein conveyed, Charles Galbreath and wife Joyce Galbreath

have this day bargained and sold, and do hereby transfer and convey unto the said Rodney Wise et ux Shirley Ann heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Beginning at a point in the northerly margin of Clarksville Highway, said point lying 669 feet, more or less, west of the center line of Summitt Drive; thence continuing along said northerly margin in a north-westwardly direction 80 feet to a point; thence leaving said northerly margin in a northeasterly direction 250 feet to a point; thence northwestwardly 151 151.10 feet, more or less, to a point in the easterly line of the Bratton's property as of record in Book 371, page 302, RODC; thence continuing along said Bratton's easterly line, north 43° 13' east 322.70 feet, more or less, to a point; thence south 47° 09' east 616.72 feet, more or less, to a point; thence south 36° 26' west 139.33 feet, more or less, to a point; thence north 57° 53' west 140.00 feet, more or less, to a point; thence south 36° 26' west 159 feet, more or less, to a point; thence north 57° 53' west 273 feet more or less to a point; thence in a south-westerly direction 155 feet, more or less, to the point of beginning.

Being Tract # 1 of two tracts of land conveyed to Charles Galbreath by deed from Billy R. Potter and wife, Joyce, as of record in Book 4251, page 265, RODC.

This is unimproved ( ) improved (X) property, know as 3410 Clarksville Highway, Nashville, Tennessee 37218
(House Number) (Street) P. O. Address: (City or Town) (Zip Code)

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantees 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. except for the aforementioned deed of trust.

We further covenant and bind our heirs and representatives, to warrant and forever defend the title to said real estate to said Grantees their 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 notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said Rodney Wise et ux

do hereby transfer and convey unto John Galbreath, Trustee his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

We, the said Rodney Wise et ux

do hereby 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 at least the sum of $ 325,000.00 until the notes herein secured are 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 and holder of said notes, as his interst may appear.

We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment.

Now, if we, the said Rodney Wise et ux shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if we fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, 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 notes, or any of said notes then past due and unpaid, all remaining unpaid notes 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. We agree, that the Trustee may, at any time after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. We further agree 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 notes 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 Rodney Wise et ux 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 lien notes, or, if more than one, then of the first-maturing unpaid note, 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 John Galbreath, Trustee, shall be vested in said successor.

Said Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said Rodney Wise et ux and hereunto set our hands at Nashville, Tennessee, this the 1st day of April 19 74

Clara Gosnell
Joyce L. Galbreath
Rodney Wise
Shirley A. Wise

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Francis Enas, a Notary Public in and for said County and State, the within named Charles Galbreath + wife Joyce L. and Rodney A Wise and wife Shirley A

the 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 4th day of April, 1974

Commission Expires 8/17/76

X Francis Enas, Notary Public.

STATE OF _____
_____ County.

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named _____

the 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, ..., a Notary Public of the State and County aforesaid, personally appeared ....., with whom I personally acquainted, and who, upon oath, acknowledged ..... self to be ..... of the ....., the within named bargainor, a corporation, and that ..... he as such ....., being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by ..... self as .....

Witness my hand and seal, at office in ....., this ..... day of ....., 19.....

....., Notary Public.

Commission expires .....

(over for additional acknowledgements)

APR 10 7?	CONV	* ~~00~~ 366,906.00		
APR 10 7?	MORT'G	90,000.00		
APR 10 7?	MORT'G	10,000.00		
APR 10 7?	S'TAX		A* 953.94	
APR 10 7?	S'TAX		A* 98.00	
APR 10 7?	PR'FEE		A* .50	
APR 10 7?	WDEED		A* 8.00	* 1,060.44

INSTALLMENT DEED

FROM
Charles Galbreath and
wife Joyce Galbreath
TO
Rodney Wise et ux

Attorneys Title Company
Tides Guaranteed
NASHVILLE, TENN.

C 4 9 2 8 1

IDENTIF. REFERENCE

APR 10 12 37 PM '74

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Rodney Wise et ux (NAME)	Provident Trust Company (NAME)	Map 69-16
944 Main Street (STREET ADDRESS OR ROUTE NUMBER)	210 Union Street (STREET ADDRESS)	Par 198-
Nashville, Tennessee (CITY) (STATE) (P. O. ZIP)	Nashville, Tennessee (CITY) (STATE) (ZIP)	14 PW

THIS INSTRUMENT WAS PREPARED BY

Chas. Galbreath

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$ 366,906.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 4 DAY OF April 19 74.

Notary Public

MY COMMISSION EXPIRES: 8/12/75

(AFI

BOOK 4801 PAGE 313

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, THAT:

TEX RITTER'S CHUCKWAGON SYSTEMS, INC., of the City of Nashville, in the County of Davidson, State of Tennessee, in consideration of FORTY-FOUR THOUSAND AND NO/100 DOLLARS ($44,000.00), lawful money of the United States, to us paid by PIZZA HUT OF KNOXVILLE CORPORATION, a Tennessee corporation, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, transfer and deliver unto PIZZA HUT OF KNOXVILLE CORPORATION the following goods and chattels:

APR 10 MISC A* 4.00 * 4.00

1. 40 Dining chairs
2. 24 Two-Top Tables
3. 12 Four-Top Tables
4. 30 Banquet Seats
5. 2 NCR Class 5 Cash Registers
6. 1 Copper Creperie with Hood
7. 1 3-M Sound System
8. 1 Oasis Water Cooler
9. 1 Koch Six-door Refrigerator
10. 1 Leitner Stainless Drink Stand
11. 1 Leitner Stainless Refrigerated Salad Bar
12. 2 Kidde Auto Fire Systems

Metro Rec. ~~13. 1 Sunbeam Ice-o-Matic Ice Maker~~

14. 1 Victor Class C Floor Safe
15. 3 Manual Fire Extinguishers
16. 1 Bally Stainless 6' x 8' Walk-in Freezer
17. 1 Bally Stainless 6' x 8' Walk-in Refrigerator
18. 1 Sainless Auto Chlor Dish Stand
19. 1 Stainless Prep Table w/ Condiment Stand
20. 2 6' Metal Dish Shelves
21. Miscellaneous Flatware
22. Miscellaneous China
23. 1 Wearever Electric Broiler
24. 2 U. S. Gas Browning Ovens
25. 1 6' Exhaust & Filter System
26. 3 Menumaster 701150 Radar Ranges
27. 1 Stainless Refrigerated Dessert Table
28. 1 Stainless 6-compartment Gas Steam Table
29. 2 Prep Tables
30. 1 K-Way Soda Factory
31. 1 Simplex Time Clock
32. 1 Cherry Lamp Table
33. 2 Upholstered Arm Chairs
34. 1 5-drawer Side Chest
35. 1 Crushed Velvet Sofa (Apricot)
36. 4 Leather Upholstered Arm Chairs
37. 4 Cowhide Director's Chairs
38. 2 Stainless & Glass Card Tables
39. 2 Two-cushion Upholstered Arm Chairs
40. 1 Beige Upholstered Sofa
41. 1 Wicker-top Coffee Table
42. 1 Steel & Glass Coffee Table
43. 1 7' Black Leather Sofa
44. 2 Single-cushion Arm Chairs
45. 2 Leather & Metal Director's Chairs

46. 4 High Back Wicker Dining Chairs
47. 2 Wicker Dining Chairs
48. 2 Mahogony Side Tables
49. 6 Cherry Dining Chairs
50. 6 Bar Stools
51. 1 Under-bar Refrigerator
52. 1 Stainless 3-Compartment Sink
53. 1 Ice Chest
54. 8 6-foot Steel Shelves

TO HAVE AND TO HOLD all and singular the goods and chattels to PIZZA HUT OF KNOXVILLE CORPORATION and its successors and assigns to its own use forever.

And we hereby covenant with the grantee that we are the lawful owners of said goods and chattels; that they are free from all encumbrances; that we have good right to sell the same as aforesaid; and that we will warrant and defend the same against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, this document was executed this 9 day of April, 1974.

TEX RITTER'S CHUCKWAGON SYSTEMS, INC.

By Mark Clark Bates, president

ATTEST:

By Evelyn B Kelley
Assistant Secretary

Signed, sealed and delivered in the presence of us:

_____

_____

STATE OF TENNESSEE)
) ss.:
COUNTY OF DAVIDSON)

BE IT REMEMBERED THAT on this 9th day of April, 1974, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Mark Clark Bates who is personally know to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same as and for the duly authoried act of such corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year above written.

Judy C. Tipker
Notary Public

My Commission Expires:

10-29-77

IDENTIF. REFERENCE
APR 10 12 39 PM '74
FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TENN.
C 4 9 2 8 2