THIS INSTRUMENT PREPARED BY:
DAVID B. HERBERT
ATTORNEY AT LAW

# Installment Deed

BOOK 4836 PAGE 47

| ADDRESS NEW OWNER (S) AS FOLLOWS: | SEND TAX BILLS TO: | MAP-PARCEL NUMBERS |
|---|---|---|
| I-40 Enterprises (NAME) | New Owners (NAME) | 4D-10705 |
| 4950 Linbar Drive (STREET ADDRESS OR ROUTE NUMBER) | (STREET ADDRESS) | 4D-12260 |
| Nashville, Tenn. 37211 (CITY) (P. O. ZONE) (STATE) | (CITY) (ZONE) (STATE) | |

*FOR AND IN CONSIDERATION of the sum of* FOUR HUNDRED EIGHTY-FOUR THOUSAND SIX HUNDRED THIRTY-SEVEN AND NO/100 DOLLARS ($484,637.00) *Dollars,* *of which* ONE HUNDRED FIFTY-FOUR THOUSAND AND NO/100 * * * * * * * * * * * * * * * * * * * * * ($154,000.00)* * * * * * * * *Dollars, has been paid in cash,* *the receipt of which is hereby acknowledged, and for the remainder* I-40 Enterprises, a joint venture, has executed its joint and several promissory note of even date herewith in the principal sum of $306,726.40, payable to A. H. Johnson, Sr. with interest at 10% per annum, payable according to the terms and conditions set forth in said note, and the further consideration that the Grantee herein assumes and agreesto pay the remaining unpaid balance of $23,910.60, being the unpaid balance of a note dated April 6, 1967, payable to Mary E. Smith, payable according to the terms and conditions thereof, with interest as set out in said note, and being secured by a Vendor's Lien retained in the deed of recordin Book 4118, page 598, Register's Office for Davidson County, Tennessee

*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,* A. H. JOHNSON, TRUSTEE

*have this day bargained and sold, and do hereby transfer and convey unto the said* I-40 ENTERPRISES, a joint venture composed of G. T. Soctt, Jr., U. Grant Browning and Home Service Corporation, its

*(successors), and assigns,*

*certain real estate in Davidson County, Tennessee, as follows:* Being Two Tracts of land in the 4th Civil District of said County, described according to a survey by Stanford & Associates, Inc., Franklin, Tennessee, Eng. Tenn. Cert. No. 9250, dated June 26, 1974, revised July 11, 1974, as follows:

TRACT I: BEGINNING at an iron pin in the southerly margin of Central Pike being the northwest most corner of Tract I; thence south 07 degrees 08 minutes 29 seconds west 335.30 feet to an iron pin; thence south 81 degrees 14 minutes 54 seconds east 263.156 feet to an iron pin; thence south 04 degrees 00 minutes 09 seconds east 1386.639 feet to an iron pin; thence south 84 degrees 17 minutes 34 seconds east 850.716 feet to an iron pin; thence south 84 degrees 39 minutes 45 seconds east 152.48 feet to an iron pin; thence south 33 degrees 44 minutes 18 seconds east 280.80 feet to an iron pin; thence south 81 degrees 53 minutes 23 seconds east 344.586 feet to a monument; thence north 28 degrees 12 minutes 39 seconds west 50.00 feet to an iron pin; thence along a curve to the right being the northerly right of way line of Interstate 40 with a length of 595.899 feet and a radius of 5,929.577 feet and having a chord bearing and distance of North 64 degrees 49 minutes 24 seconds east 595.649 feet to an iron pin; thence north 07 degrees 33 minutes 37 seconds east 791.230 feet to an iron pin at the northeast corner of a spring house; thence north 52 degrees 44 minutes 47 seconds west 280.980 feet to an iron pin; thence north 53 degrees 04 minutes 09 seconds west 1169.099 feet to an iron pin in the southerly margin of Central Pike; thence north (CONTINUED)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 484,637.00

Affiant

Subscribed and sworn to before me, this the 16th day of July, 1974

Notary Public

My commission expires: 7/23/74 (Affix Seal)

north 81 degrees 44 minutes 49 seconds west 310.997 feet to an iron pin; thence south 6 degrees 45 minutes 09 seconds west 200.137 feet to an iron pin; thence north 82 degrees 24 minutes 05 seconds west 350.026 feet to an iron pin; thence north 6 degrees 40 minutes 04 seconds east 199.924 feet to an iron pin in the southerly margin of Central Pike; thence north 82 degrees 29 minutes 37 seconds west 255.951 feet to an iron pin; thence north 79 degrees 53 minutes 58 seconds west 104.53 feet to the beginning, iron pin, containing 70.125 acres, more or less.

Being the same property conveyed to A. H. Johnson, Sr., Trustee, by deed from John McDonald and wife, Frances Willis McDonald, as of record in Book 4183, page 405, said Register's Office.

TRACT II: BEGINNING at a monument in the northern margin of Interstate Highway 40, being the northeast most corner of Tract II; thence north 81 degrees 53 minutes 23 seconds west 344.586 feet to an iron pin; thence north 82 degrees 04 minutes 06 seconds west 232.424 feet to an iron pin; thence south 5 degrees 03 minutes 33 seconds west 543.732 feet to a monument; thence along a curve to the right being the northerly right of way line of Interstate 40 with a length of 839.793 feet and a radius of 5,879.577 feet and having a chord bearing and distance of north 57 degrees 41 minutes 50 seconds east 839.081 feet to the beginning monument, containing 3.973 acres, more or less.

Being the same property conveyed to A. H. Johnson, Trustee, by deed from U. S. A. District Director of Internal Revenue, James A. O'Hara, as of record in Book 4755, page 50, said Register's Office.

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* I-40 Enterprises, a joint venture, 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 as shown above and 1974 taxes which have been prorated and assumed by Buyers.

I *further covenant and bind* myself, my *heirs and representatives, to warrant and forever defend the title to said real estate to said* I-40 Enterprises, a joint venture, 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* I-40 Enterprises, a joint venture, ..... *hereinafter referred to as trustors, hereby transfer and convey unto* John W. Kelley, *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*

*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* 16th *day of* July, *19*74.

A. H. Johnson

A. H. Johnson, Trustee

HOME SERVICE CORPORATION

BY: J. Douglas Kay V-Pr
(Title)

I-40 Enterprises, a joint venture composed of G. T. Soctt, Jr. U. Grant Browning and Home Service Corporation

G. T. Scott, Jr.

U. Grant Browning

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

*Personally appeared before me,* David B. Herbert, *a Notary Public in and for said County and State,* A. H. Johnson, Trustee, G. T. Scott, Jr. and U. Grant Browning

*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* July, *19*74.

David B. Herbert
*Notary Public*

*Commission expires* 7/27/77

STATE OF .....

COUNTY OF .....

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*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,* David B. Herbert, *a Notary Public of the State and County aforesaid, personally appeared* J. Douglas Kay, *with whom I am personally acquainted, and who, upon oath, acknowledged* him*self to be* Vice-President ..... *of the* Home Service Corporation, *the within named bargainor, a corporation, and that* he *as such* Vice-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* Vice-President.

*Witness my hand and seal, at office in* Nashville, Tennessee
*this* 16th *day of* July, *19*74.

David B. Herbert
.....*Notary Public*

*Commission expires* 7/27/77

# INSTALLMENT DEED

FROM

H. JOHNSON, TRUSTEE

TO

-40 ENTERPRISES, a joint

Venture

C 6 3 7 1 9

IDENTIF. REFERENCE

JUL 19 3 37 PH '74

FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

| | | | | |
|---|---|---|---|---|
| JUL 19 74 | CONV | * | 484,637.00 | |
| JUL 19 74 | MORT'G | * | 306,726.40 | |
| JUL 19 74 | S'TAX | | A* 1,259.96 | |
| JUL 19 74 | S'TAX | | A* 304.70 | |
| JUL 19 74 | PR'FEE | | A* .50 | |
| JUL 19 74 | W'DEED | | A* 8.00 | * 1,573.16 |

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

Return to: John W. Kelley, Atty.
4th Flr. - 3rd Natl. Bk. Bldg.