BOOK 4870 PAGE 634

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD - 4

FROM

THE BLOUNT NATIONAL BANK OF MARYVILLE, Maryville, Tennessee, Trustee for Woodlawn Memorial Perpetual Care Fund,

TO

POTTER FREIGHT LINES, INC.

For draftsman's use

This instrument was prepared By

Morris Levin

MORRIS LEVIN

717 Stanford Bldg. Nashville, Tenn.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Potter Freight Lines, Inc. (NAME)	Same (NAME)	To be assigned later
404 Arlington Ave (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, Tennessee (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

Nov 25 11 54 AM '74

FEE $ REGISTER DAVIDSON COUNTY, TENN.

C79394

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 255,000.00

Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 15th DAY OF November, 19 74

Notary Public

MY COMMISSION EXPIRES: April 28, 1977

(AFFIX SEAL)

FOR AND IN CONSIDERATION OF the sum of

Two Hundred Fifty-five Thousand and no/100 DOLLARS

of which $ 55,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees has executed its promissory note in the principal sum of $200,000.00 of even date herewith, which said note is payable to the Order of The Blount National Bank of Maryville, Maryville, Tennessee, Trustee for Woodlawn Memorial Perpetual care Fund. Said note provides for the payment of attorney's fees, if placed in the hands of an attorney for collection. Said note being payable in monthly installments of $2,643.04 each, including interest at the rate of 10% per annum on the unpaid principal balance. Monthly payments are to be applied, first, to the payment of interest on the principal, or so much thereof as shall from time to time remain unpaid, and the balance to be applied to payment of principal until the entire amount is paid in full. The first payment of $2,643.04 is due and payable on the 15th day of December, 1974, and thereafter on or before the 15th day of each succeeding month until full payment is made.

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed.

The Blount National Bank of Maryville, Maryville, Tennessee, Trustee for Woodlawn Memorial Perpetual Care Fund,

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

POTTER FREIGHT LINES, INC.

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in the Sixth Civil District of Davidson County, Tennessee, being part of the 13.7 acre, more or less, tract shown on the boundary survey of the McIntyre property, as of record in Book 445, page 200, Register's Office for Davidson County, Tennessee, said survey being made by W. W. Turner Company, Engineers, July 25, 1953, and more particularly described as follows:

Beginning at a point in the east boundary line 770 feet south of the intersection of the L & N Railroad right of way; thence south 3° 39' West 730 feet to a point in the easterly line of said 13.7 acre tract; thence north 86° 21' West 420 feet, more or less, to a point in the northerly right-of-way of the N.C. & St. L. Railway; thence with said right-of-way north 52° 57' West 165 feet, more or less, to a concrete monument being in the easterly right-of-way of the L & N Railroad right-of-way; thence with the easterly right-of-way of said L & N Railroad North 14° 38' east 299 feet to a point; thence continuing in a northeasterly direction with a curve of 2,815 feet radius 360 feet, more or less, to a point; thence south 86° 21' east 400 feet, more or less, to the point of beginning.

Said property is serviced by a 40 foot right-of-way that extends in a northerly direction along said easterly boundary line to said boundary line's intersection with said L & N Railway; at this point said boundary line parallels and at a width of 40 feet to Old Woodycrest Avenue.

Being the same property conveyed to Third National Bank in Nashville, Trustee of Woodlawn Memorial Park Perpetual Care Fund, by deed from Nashville L. & D., Inc., of record in Book 4185, page 949, Register's Office for Davidson County, Tennessee. By appointment of trustee, of record in Book 4777, page 516, Register's Office for Davidson County, Tennessee, property was vested in the Blount National Bank of Maryville, Maryville, Tennessee, Trustee of the Woodlawn Memorial Park Perpetual Care Fund.

This conveyance is made subject to a certain Lease Agreement dated June 23, 1960, together with the amendments and alterations thereto, originally between Nashville L. & D., Inc. as Lessor, and Dixie Highway Express, Inc., as Lessee. Said lease has been subsequently assigned and is presently held by Thurston Motor Lines, Inc.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their 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.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the 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 grantees herein do hereby transfer and convey unto MORRIS LEVINE, 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 grantees do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insurable insured in some reliable fire insurance company or companies for at least the sum of $ amount 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 interest may appear. We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments that may be assessed against said property, 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 thereby, the same to bear interest from the date of such payment. Now, if we, the said grantees, shall pay the notes aforesaid when due, according to their tenor, 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; we 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 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 [illegible] will be paid to the grantees herein, their heirs, representatives or assigns.

[illegible] absence, inability or refusal to act of said Trustee at any time when action under the foregoing power and trusts [illegible] and holder of said lien notes, or, if more than one, then of the first-maturing unpaid note, is hereby authorized [illegible] a successor to execute this trust by an instrument in writing to be recorded in the Register's Office for [illegible] and title herein conveyed to the said Trustee shall be vested in said successor.

Wherever [illegible] singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

[illegible] 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 grantors and grantees, have hereunto set our hands this the 15th day of November 1974.

W. C. Keyt, V.P. & Gen. Mgr.
Potter Freight Lines, Inc.

The Blount National Bank of Maryville,
Trustee for Woodlawn Memorial Perpetual Care Fund

By: William K. Howell
William K. Howell, VP & TO

Attest: Jonnie G. Dotson Jr.
Cashier

MORTGAGE $ 255,000.00
mtg $ 200,000.00

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared W. C. Keyt, Vice President & General Manager, with whom I am personally acquainted, and who, upon oath, acknowledged him self to be Vice President & General Manager of the Potter Freight Lines, Inc., the within named bargainor, a corporation, and that he as such Vice President & General Manager 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 & General Manager.

NOV25 STATAX A* 665.00
NOV25 STATAX A* 133.00
NOV25 FEE A* .50
NOV25 WDEED A* 4.00
* 805.50

Witness my hand and seal, at office in Nashville, this 15th day of November, 1974.

E. N. Summey
Notary Public.

Commission expires April 27, 1977.

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared William K. Howell, Vice President & Trust Officer, with whom I am personally acquainted, and who, upon oath, acknowledged him self to be Vice President & Trust Officer of the Blount National Bank of Maryville, Maryville, Tennessee, the within named bargainor, a corporation, and that he as such Vice President & Trust Officer 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 & Trust Officer.

Witness my hand and seal, at office in Maryville, this 18th day of November, 1974.

E. N. Summey
Notary Public.

Commission expires April 27, 1977