INSTALLMENT DEED

BOOK 4907 PAGE 716

For and in Consideration of the sum of Two Hundred Ninty Five Thousand and NO/100 ($295,000.00) Dollars, of which Sixteen Thousand ($16,000.00) NO/100 Dollars, has been paid in cash by Bobby G. Douglas and wife, Cynthia A. Douglas the receipt of which is hereby acknowledged, and for the remainder Two Hundred Seventy Nine Thousand and NO/100 ($279,000.00) Dollars, the said Bobby G. Douglas and wife, Cynthia A. Douglas have executed two promissory notes of even date herewith, each in the principal sum of $139,500.00. One of said notes is payable to Charles J. Resha, Jr., and the other note is payable to Jenney Ann Resha. One of said notes is payable at the rate of $1,076.69 per month and the other $1,076.68, per month for a total monthly payment of $2,153.37. Said monthly payments are to be applied first to payment of interest (at the rate of 8% per annum) on the unpaid principal sum as shall from time to time remain unpaid balance to be applied to payment of the principal sum until both principal and interest have been paid in full. First payment is due and payable 30 days from date of this deed and thereafter at 30 days intervals for a total of 300 successive monthly installments.

all of said notes bearing eight 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 J. Resha, Jr., and wife, Jenney Ann Resha (Jenney Ann Resha and Jenney A. Resha and Jenny A. Resha, being one of the same person) have this day bargained and sold, and do hereby transfer and convey unto the said Bobby G. Douglas and wife, Cynthia A. Douglas, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Five tracts of land in Davidson County, Tennessee, described as follows:

TRACT NO. 1: Being Lot No. 28 of Block "C" on the plan of Eastview subdivision of the Shwab Property, as of record in Book 547, page 64, Register's Office for said County.
Said Lot No. 28 fronts 58 feet 8 inches on the easterly side of Elmhurst Avenue and runs back between lines, with the northerly margin of Lucille Avenue, 150 feet to a dead line, and shows 40 feet on said dead line.

Being the same property conveyed to Charles J. Resha, Jr., and wife, Jenny A. Resha, by deed from Earl B. Radabaugh, et al, of record in Book 4225, page 73, Register's Office for said County.

TRACT NO. 2: A certain tract or parcel of land in Davidson County, Tennessee, being Lot No. 1 and the south 35 feet of lot No. 2 of Block "C" on the Plan of Eastview Subdivision of the Shawb Property, as of record in Book 547, page 64, Register's Office for said County.
Said lot No. 1 and part of lot No. 2 front together 90 feet on the westerly side of the Dickerson Road and run back 334 feet, more or less, on the northerly line and 330 feet on the southerly line with the northerly margin of Lucille Avenue to a dead line, measuring 130 feet thereon.

Being the same property conveyed to Charles J. Resha, Jr., and wife,

This is unimproved ( ) improved ( ) property, know as (House Number) (Street) P. O. Address: (City or Town) (Zip Code)

DESCRIPTION CONTINUED ON ATTACHED SHEET

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Bobby G. Douglas and wife, Cynthia A. Douglas, their heirs and assigns forever. we covenant that we 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 said real estate to said Bobby G. Douglas and wife, Cynthia A. Douglas, 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 Bobby G. Douglas and wife, Cynthia A. Douglas do hereby transfer and convey unto Charlie J. Resha III and/or David M. Resha, 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 Bobby G. Douglas and wife, Cynthia A. Douglas 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 $ 100,000.00 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 Bobby G. Douglas and wife, Cynthia A. Douglas 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; 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 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 Bobby G. Douglas and/or Cynthia A. Douglas representatives or assigns.

Jenny A. Resha, by deed from Ernest L. Radabaugh and wife, Lillian Radabaugh, of record in Book 4575, page 356, Register's Office for said County.

TRACT NO. 3: Being the east 150 feet of lots 4 and 5, and the east 150 feet of the north 50 feet of lot No. 3 in Block "C" of East View Subdivision of the Shwab property, as of record in Book 547, page 64, Register's Office for said County, described according to a survey made by Hal R. Swann, Jr. on February 13, 1954, as follows: Beginning at an iron pin on the west margin of Dickerson Road, as widened, on the line between lots 5 and 6 of East View Subdivision, Block "C"; runs thence along the line between said lots, north 74° west 150 feet to an iron pin; thence south 20° west 150 feet to an iron pin; thence south 74° east 150 feet to an iron pin on the west margin of Dickerson Road, as widened; thence along the west margin of said Road, north 20° east 150 feet to the beginning.

Being the same property conveyed to Charles J. Resha, Jr. and wife, Jenney Ann Resha by deed from Maria Ely Porter, Betty Porter Gaia, and Frances Porter Davis, of record in Book 4311, page 983, Register's Office for said County.

TRACT NO. 4: Being lot No. 22 of Block "C" East View Subdivision, of record in Book 547, page 64, Register's Office for said County. Said lot No. 22 fronts 50 feet on the easterly side of Elmhurst Avenue, and runs back 160 feet, more or less, on the north line and 158.7 feet on the southerly line to a dead line in the rear on which it measures 50 feet.

Being the same property conveyed to Charles J. Resha, Jr. and wife, Jenney Ann Resha, by deed from Edwin B. Raskin and wife, Rebecca K. Raskin, of record in Book 4322, page 493, Register's Office for said County.

TRACT NO. 5: Being lots No. 24, 25 and 26 of Block "C" East View Subdivision of the Shwab Property a plan of which is of record in Book 547, page 64, Register's Office for said County.
Said lot No. 24 fronts 44 feet 6 inches on the easterly side of Elmhurst Avenue and runs back on the northerly line 156 feet 7 inches, and on the southerly line 155 feet 2 inches, to a dead line, and shows 37 feet on said dead line.
Said lot No. 25 fronts 45 feet on the easterly side of Elmhurst Avenue, and runs back on the northerly line 155 feet 2 inches, and on the southerly line 153 feet 6 inches, to a dead line, and shown 43 feet on said dead line.
Said lot No. 26 fronts 40 feet on the easterly side of Elmhurst Avenue and runs back 153 feet 6 inches on the northerly line, and 153 feet on the southerly line to a dead line, and shows 40 feet on said dead line.

Being the same property conveyed to Charles J. Resha, Jr., and wife, Jenny Ann Resha, by deed from Elsie Radabaugh Cross, of record in Book 3884, page 816, Register's Office for said County.

This conveyance is subject to the following:

1. Vendor's lien retained in deed from Ernest L. Radabaugh and wife, Lillian Radabaugh, to Charles J. Resha, Jr., and wife, Jenny A. Resha, dated February 7, 1972, and recorded in Book 4575, page 356, Register's Office for Davidson County, Tennessee, to secure the payment of a note for $20,000.00, payable as therein specified,

together with any terms, conditions, restrictions, or limitations recited therein. Payments on said indebtedness are to be made as called for in said note by Charles J. Resha, Jr., and wife, Jenney A. Resha.
(As to Tract No. 2 only)

2. Terms and provisions of a lease between R. H. Porter, et al and The Texas Company dated March 18, 1954, including an option of purchase by lessee, a memorandum of which is of record in Book 2287, page 42, Register's Office for Davidson County, Tennessee. (As to Tract No. 3 only)

3. Easement for sanitary sewer and/or storm drainage granted Metropolitan Government of Nashville and Davidson County, by Ernest L. Radabaugh on premises as set out in instrument of record in Book 4121, page 630, Register's Office for Davidson County, Tennessee. (As to Tract No. 2 only)

4. Easement for sanitary sewer and/or storm drainage granted Metropolitan Government of Nashville, and Davidson County, Tennessee, by grant from Edwin B. Raskin of record in Book 4126, page 713, Register's Office for Davidson County, Tennessee. (As to Tract No. 4 only)

5. Easement for sanitary sewers and/or storm drainage granted Metropolitan Government of Nashville and Davidson County, Tennessee, by Charles J. Resha, Jr., and wife, across premises as set out in instrument of record in Book 4298, page 422, Register's Office for Davidson County, Tennessee. (As to Tract No. 5 only)

6. Easement for sanitary sewer and/or storm drainage granted Metropolitan Government of Nashville and Davidson County, Tennessee, by Charles J. Resha, Jr., and wife, across premises as set out in instrument of record in Book 4277, page 938, Register's Office for Davidson County, Tennessee. (As to Tract No. 5 only)

7. Rights of lesses, tenants or occupants of premises or any part thereof. (As to Tract No. 2 only)

8. Unrecorded lease for trailer park and billboard on premises. (As to Tract No. 2 only)

The tenants and/or lessees are the following:

1. Payne Ford Tractor Agency 1400 Dickerson Road

2. Billboard Signs, Key and Metro Motel leases 1326 Dickerson Road.

3. Tenants at rear of 1330 Dickerson Road.

The above leases and tenants are current and up-to-date with rents and payments, Buyers due all rents and payments commencing May 1, 1975.

Taxes for 1975 have been prorated and are to be paid by purchasers.

The difference between the Selling Price shown for the entire transaction, and the amount shown as actual consideration, is for the restaurant equipment and goodwill for a going business. This amount being $70,000.00.

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 Charlie J. Resha III and/or David M. Resha, 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 Charles J. Resha, Jr., and wife, Jenney A. Resha and Bobby G. Douglas and wife, Cynthia A. Douglas hereunto set our hands at Nashville, Tennessee, this the 25th day of April 1975

Charles J. Resha, Jr.

Jenney A. Resha

Bobby G. Douglas

Cynthia A. Douglas

STATE OF TENNESSEE
Davidson County

Personally appeared before me, Mack H. Webb, a Notary Public in and for said County and State, the within named Charles J. Resha, Jr., and wife, Jenney A. Resha and Bobby G. Douglas and wife, Cynthia A. Douglas

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 25th day of April, 1975

Mack H. Webb, Notary Public

Commission Expires 11/6/76

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

BOOK 4907 PAGE 721

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 .

Commission expires _____, Notary Public.

(over for additional acknowledgements)

APR 28 75 CONV * $225,000.00
APR 28 75 MORT'G * $225,000.00
APR 28 75 S'TAX A* 585.00
APR 28 75 S'TAX A* 207.00
APR 28 75 PR'FEE A* .50
APR 28 75 W'DEED A* 12.00 * 804.50

INSTALLMENT DEED

FROM
Charles J. Resha, Jr., and wife, Jenney A. Resha

TO
Bobby G. Douglas and wife, Cynthia A. Douglas

Attorneys Title Company
Titles Guaranteed

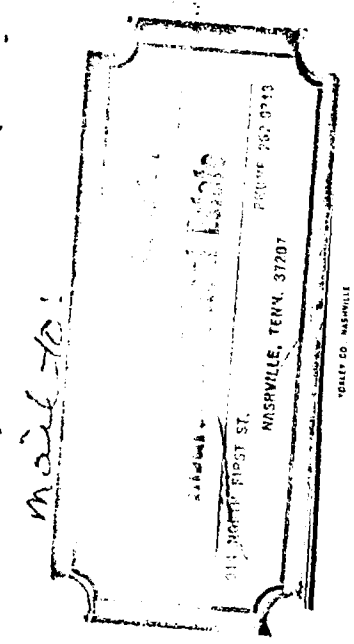
NASHVILLE, TENN.

C 95963

IDENTIF. REFERENCE

APR 28 3 53 PM '75

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.



ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO	MAP-PARCEL NUMBERS
Bobby G. Douglas & wife, Cynthia A. Douglas (NAME)	SAME (NAME)	Map 71-10 P 185-186 Map 71-14 P 269-270
1330 Dickerson Road (STREET ADDRESS OR ROUTE NUMBER)	SAME (STREET ADDRESS)	Map 75-12-2 Map 71-10 P.183
Nashville, Tennessee (CITY) (STATE) (P O ZIP)	SAME (CITY) (STATE) (ZIP)	Map 71-14 P 272 Map 71-11 P 10

THIS INSTRUMENT WAS PREPARED BY

Prepared By:
Caesar E. Urrutia
906 Stahlman Building
Nashville, Tennessee 37201

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

$ 225,000.00

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 25th DAY OF April 19 75

Notary Public

MY COMMISSION EXPIRES 11/