This instrument was prepared by:
Joseph G. Cummings, Attorney
21st Floor, First American Center
Nashville, Tennessee 37238

Installment Deed

BOOK 4932 PAGE 836

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
KIRKPATRICK LUMBER COMPANY	SAME	
(NAME:) 140 N. 1st St., Box 1147	(NAME:)	
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tenn. 37202	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Two Hundred Fifty Thousand ($250,000.00) *Dollars, of which* Twenty-Five Thousand ($25,000.00) *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Two Hundred Twenty-Five Thousand ($225,000.00) *Dollars,*

Kirkpatrick Lumber Company *has executed* a promissory note dated June 1, 1975, payable at the rate of $22,500.00 per year for ten (10) years, together with interest thereon at the rate of eight per cent (8%) per annum on the unpaid balance.

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, we, John K. Peebles and wife, Martha Greene Peebles, and Martha Irene Peebles Lowe and husband, Alvin F. Lowe, *have this day bargained and sold, and do hereby transfer and convey unto the said* Kirkpatrick Lumber Company, its *(successors), ~~heirs~~ and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Being a part of land conveyed to John Shelby to the Edgefield & Kentucky Railroad Company, and being described in the plan of record in the Plan Book I of the Chancery Court of Davidson County, Tennessee, at page 122.

Said land is situated between First Street, Nashville, Tennessee, formerly Whites Creek Turnpike and the Cumberland River. It begins at low water mark on the Cumberland River in the center of the tract of what is now the L & N Railroad indicated by letter A, on said plan, in the Plan Book of the Chancery Court of Davidson County, and above referred to; thence with the center line of said railroad North 58° East 1166.5 feet to the West side of First Street and at the letter B on said plan; thence with the West side of said First Street South 14° 30' East 465 feet to the letter C on said plan; thence South 58° West 1002 feet to the letter D on said plan, it being the low water mark of the Cumberland River; thence with low water mark of said river to the beginning.

Excepting from the above, however, a strip of land conveyed by J. O. Kirkpatrick & Sons Company to Louisville and Nashville Railroad running along the southerly side of the tracks of said Louisville and Nashville Railroad, by deed dated November 6, 1920, recorded in Book 560, page 436, R.O.D.C. Tennessee.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $250,000.00

Affiant

Subscribed and sworn to before me, this the 1st day of July, 1975

Notary Public

My commission expires:

(Affix Seal)

Excepting from the above, however, that portion of the above described land conveyed by deed from B. L. Peebles and John K. Peebles to the Salvation Army, dated September 2, 1960, of record in Book 3128, page 531, R.O.D.C. Tennessee.

Being a part of the land conveyed by warranty deed from J. O. Kirkpatrick & Sons Company to B. L. Peebles and John K. Peebles, as of record in Book 2031, page 603, R.O.D.C. Tennessee, the interest of the said B. L. Peebles having been bequeathed to the said John K. Peebles by will, of record in Will Book 78, page 406, in the Probate Court Clerk's Office of Davidson County, Tennessee; a seventeen per cent (17%) undivided interest therein having been conveyed by John K. Peebles to Martha Irene Peebles Lowe by warranty deed of record in Book 4875, page 226, R.O.D.C. Tennessee.

unimproved ( )
This is improved (X) property, known as 140 N. First St., Box 1147, Nashville, TN 37202
(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 Kirkpatrick Lumber Company, its ~~heirs~~ *(successors),* ~~and~~ *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: (1) Easement granted L & N Railroad of record in 2101/465; (2) Flowage easement granted USA of record in 2272/227; (3) Sewer easement granted City of Nashville of record in 2297/121; (4) Access easement granted Salvation Army of record in 3128/531; (5) Easement granted Colonial Pipeline Co. of record in 3710/433; (6) Spur track agreement with L & N Railroad as last amended August 28, 1973; (7) Lease dated February 26, 1940, for erection and maintenance of power tower by NES; and (8) Taxes for the year 1975.

We *further covenant and bind* ourselves, our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Kirkpatrick Lumber Company, its *(successors),* ~~and~~ *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 Kirkpatrick Lumber Company *hereinafter referred to as trustors, hereby transfer and convey unto* Joseph G. Cummings, *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.

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 14th *day of* July, *19*75.

John K. Peebles

John K. Peebles

Martha Greene Peebles

Martha Greene Peebles

Martha Irene Peebles Lowe

Alvin F. Lowe

Kirkpatrick Lumber Company
By:
President

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, [illegible], *a Notary Public in and for said County and State,* John K. Peebles and wife, Martha Greene Peebles, and Martha Irene Peebles Lowe,

the within named bargainorS, 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* 14th *day of* July, *19*75

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

[illegible] *Notary Public*

Commission expires Jan. 22, 1978

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STATE OF FLORIDA }
COUNTY OF MARION }

Personally appeared before me, Linda Cox Beatenright, *a Notary Public in and for said County and State,* Alvin F. Lowe,

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

Witness my hand and official seal at Ocala, Florida, *this* 14th *day of* July, *19*75.

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE Linda Cox Beatenright *Notary Public*

Commission expires MY COMMISSSION EXPIRES FEB. 26, 1977

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Margaret Smith, *a Notary Public of the State and County aforesaid, personally appeared* Ross L. Peebles, *with whom I am personally acquainted, and who, upon oath, acknowledged* himself *to be* President *of the* Kirkpatrick Lumber Company, *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* 17th *day of* July, *19*75.

Margaret Smith *Notary Public*

Commission expires Jan. 29, 1977

JUL 17 75 CONV 250,000.00 .00
JUL 17 75 MORT'G 225,000.00 .00
JUL 17 75 S'TAX A* 650.00
JUL 17 75 S'TAX A* 223.00
JUL 17 75 PR'FEE A* .50
JUL 17 75 W'DEED A* 8.00 * 881.50

D 07199

IDENTIFICATION REFERENCE

JUL 17 1 46 PM '75

REGISTER DAVIDSON COUNTY, TENN.

Compliments of

GUARANTY TITLE

Office of

CHICAGO TITLE INSURANCE COMPANY

American Trust Building

S. W. Cor. Third & Union

NASHVILLE, TENNESSEE

INSTALLMENT DEED

FROM

TO