This instrument was prepared by Morris J. Kriger, Sixth Floor-81 Madison Building, Memphis, Tennessee 38103.

Installment Deed

BOOK 4960 PAGE 544

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Burger Queen Enterprises, Inc. (NAME:)	(Same) (NAME:)	Map 64-15, Parcel 3
4000 DuPont Circle (STREET ADDRESS OR ROUTE NUMBER)	P.O. Box 6014 (STREET ADDRESS)	
Louisville, Ky. 40206 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Ninety-Nine Thousand and no/100 ($99,000.00)---------- *Dollars,*

of which Twenty Five Thousand and no/100---------- ($25,000.00)---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Seventy-Four Thousand and no/100 ($74,000.00)---------- *Dollars,*

Burger Queen Enterprises, Inc. *has* executed an Installment Deed Note of even date herewith payable on or before one (1) year from date, together with interest thereon at the rate of 9-3/4% per annum.

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,

Belz Investment Company, Inc.

have this day bargained and sold, and do hereby transfer and convey unto the said

Burger Queen Enterprises, Inc.

its

(successors), heirs and assigns,

certain real estate in Davidson County, Tennessee, as follows:

Beginning at a point in the north line of Lebanon Road (70' right-of-way), said point being the southwest corner of Tract A and the southernmost southeast corner of Tract B, as described in said Installment Deed; thence south 88° 02' west along the north line of Lebanon Road a distance of 840.00 feet to the point of beginning. Beginning at the point of beginning, thence south 88° 02' west along the north line of Lebanon Road a distance of 146.71 feet to an existing monument; thence continuing along the north line of Lebanon Road on a curve to the left having a radius of 1597.70 feet a distance of 13.29 feet to a point, said point being the southwest corner of said Tract B; thence north 0° 3' east along the west line of said Tract B a distance of 160.0 feet to a point; thence eastwardly and parallel to the north line of Lebanon Road a distance of 160.0 feet to a point; thence southwardly and parallel to the west line of said Tract B a distance of 160.0 feet to the point of beginning.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 99,000.00

Affiant

Subscribed and sworn to before me this the 10th day of October, 1975

Notary Public

My commission expires: 5-X-79

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

Said property is a tract or parcel of land lying in the 4th Civil District of Davidson County, Tennessee and being part of Tract B. The property of Belz Investment Company conveyed to and by Installment Deed recorded in Book 4620 Page 935, and re-recorded in Book 4662, Page 840, Registrar's Office Davidson County, Tennessee, and more particularily described above by meets and bounds and being the same property conveyed to Belz Investment Company, Inc. by Deed by Belz Investment Company, a Partnership, recorded in Book 4889, Page 352 said Registrar'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 Burger Queen Enterprises, Inc. its *(successors), heirs and assigns forever.* it *covenant that* it is *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 1975 Real Estate Taxes the payment of which shall be made by Belz Investment Company, Inc. and subject to restriction contained in Book 4620, Page 935 and rerecorded in Book 4662, Page 840, Register's Office Davidson County, Tennessee, Belz Investment Company, Inc .

further covenant and bind its *heirs and representatives, to warrant and forever defend the title to said real estate to said* Burger Queen Enterprises, Inc. *(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 Burger Queen Enterprises, Inc. *hereinafter referred to as trustors, hereby transfer and convey unto* Morris J. Kriger *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 $ Reas. Value *, 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 10th *day of* October *, 19* 75

BELZ INVESTMENT COMPANY, INC.

By: Joseph A. Wamon Vice President

BURGER QUEEN ENTERPRISES, INC.

BY: John L. Fisher, Vice-President

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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..... Tennessee, this..... day of....., 19.....

.....*Notary Public*

Commission expires.....

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 OCT 10 US *with whom* CONV *personally* 99,000.00 *and who acknowledged that* .....
executed the within instrum OCT 10 US *the pur* MORT'G *herein co* 74,000.00

Witness my hand and official seal at OCT 10 US S TAX A* 257.40
this ..... *day of* OCT 10 US S TAX A* 72.00 , *19* .....
OCT 10 US PR FEE A* .50
OCT 10 US W DEED A* 8.00 * 337.90 *Notary Public*

Commission expires .....

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, the undersigned *, a Notary Public of the State and County aforesaid, personally appeared* John L. Fisher *, with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* Vice president *of the* Burger Queen Enterprises, Inc. *, 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 Madison, Tennessee
this 10th *day of* October *, 19* 75.

Commission expires 5-5-79 *Notary Public*

NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

STATE OF TENNESSEE
COUNTY OF SHELBY

Jerome H. Hanover

Before me, the undersigned Notary Public in the State and County aforesaid personally appeared ~~Jack A. Belz~~, with whom I am personally acquainted and who, upon oath, acknowledged himself to be the Vice President of BELZ INVESTMENT COMPANY, INC., the within named bargainor, a corporation, and that he as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such Vice President.

WITNESS my hand and Official Seal at office this 9th day of October, 1975.

Notary Public

My Commission Expires:
Aug. 22 1979

JEROME J. KRIGER NOTARY PUBLIC SHELBY COUNTY, TENN.

INSTALLMENT DEED

FROM

TO

D 19540

INDEXING REFERENCE

OCT 10 1 00 PM '75

REGISTER DAVIDSON COUNTY, TENN.

Compliments of
Madison Title Company
329 Gallatin Road
MADISON, TENNESSEE 37115
Representing
Chicago Title Insurance Company
CHICAGO, ILLINOIS