This deed prepared by
Louis Farrell, Jr., 9219 C Bradford Blvd.
Nashville, Tennessee 37209

Installment Deed

BOOK 4969 PAGE 702

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Gasoline Marketers, Inc.	Same	21 W 1930
(NAME)	(NAME)	
6301 Centennial Blvd.		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, TN 37209		
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of One hundred forty thousand ($140,000.00) *Dollars,*

of which Thirty-five thousand ($35,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder One hundred five thousand ($105,000.00) *Dollars,*

Gasoline Marketers, Inc., the Grantee, *has* its promissory note of even date, payable January 10, 1976, with interest 8 1/2% per annum until due date, and thereafter at 10% per annum until paid in full, said note being payable to the Grantors, or order, *executed*

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, Carolyn Southgate Sartor, Norman Farrell, and William Elliston Farrell, Jr., Co-Trustees, *have this day bargained and sold, and do hereby transfer and convey unto the said* Gasoline Marketers, Inc., its *(successors), heirs and assigns,*

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

Land in Davidson County, Tennessee, being Lots 4 and 5, except that portion taken for street purposes, as shown by map of Miss Kate Shields' Subdivision of Lot 56 of the Boyd Cockrill Spring Tract, of record in Book 57, page 77, Register's Office for Davidson County, Tennessee, more particularly described as follows:

Beginning at the iron pin at the southeast corner of Lot 4 at the point of intersection with the west margin of 30th Avenue South and a 10-foot alley, which point of beginning is 136.7 feet southeasterly from the intersection of the southerly right of way line of West End Avenue (U. S. Highway #70) and the westerly right of way line of 30th Avenue South; thence in a westerly direction along the northerly line of said 10-foot alley a distance of 127.9 feet to an iron pin; thence in a northerly direction a distance of 118.3 feet to the southerly margin of West End Avenue; thence northeasterly with the southerly margin of said West End Avenue a distance of 119.4 feet to a point, being the beginning of a curve to the right of 10-foot radius; thence in an easterly and southerly direction along said curve to the right of 10-foot radius for a distance of 18.9 feet, more or less, to a point on the westerly margin of 30th Avenue South; thence in a southeasterly direction along said westerly margin of

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 140,000.00

Affiant

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

Notary Public

My commission expires: 3/12/79

(Affix Seal)

30th Avenue South for a distance of 136.7 feet to the southerly margin of said 10-foot alley and being the point of beginning.

Being the same property conveyed to Carolyn Southgate Sartor, Norman Farrell and William Elliston Farrell, Jr., as Co-Trustees, by deed from Barbara Southgate Mahoney, et al, of record in Book 4603, page 962, Register's Office for said County.

This conveyance is subject to the terms and provisions of an existing lease on the premises between Josephine Farrell and Sinclair Refining Company, of record in Book 2788, page 497, Register's Office for Davidson County, Tennessee.

NOV 10 75	CONV	90,000.00			
NOV 10 75	CONV	50,000.00			
NOV 10 75	MORT'G	90,000.00			
NOV 10 75	MORT'G	15,000.00			
NOV 10 75	S'TAX		A*	364.00	
NOV 10 75	S'TAX		A*	103.00	
NOV 10 75	PB'FEE		A*	.50	
NOV 10 75	W'DEED		A*	8.00	* 475.50

This is improved (X) unimproved ( ) property, known as 3011 West End Avenue, Nashville
(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 Gasoline Marketers, Inc., its ..... *(successors), 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.,* except for 1975 taxes, which Grantors are obligated to pay.

The warranties and covenants hereof by Grantors are limited to such title as they may have as Co-Trustees, and not as individuals.

We do *further covenant and bind* ourselves, our successors ~~heirs~~ *and representatives, to warrant and forever defend the title to said real estate to said* Gasoline Marketers, 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 Gasoline Marketers, Inc. ..... *hereinafter referred to as trustors, hereby transfer and convey unto* Louis Farrell, Jr. ....., *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 10th *day of* Nov. *, 19* 75.

Carolyn Southgate Sartor

Norman Farrell

William Elliston Farrell, Jr.

Gasoline Marketers, Inc.

By: Vice President

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Dawn Pascoe, *a Notary Public in and for said County and State,* Carolyn Southgate Sartor

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

Witness my hand and official seal at Nashville, Tennessee, *this* 10th *day of* November, *19* 75

Dawn Pascoe, *Notary Public*

Commission expires 3-12-79

DAWN PASCOE NOTARY PUBLIC DAVIDSON COUNTY

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STATE OF Virginia }
COUNTY OF Fairfax }

Personally appeared before me, Terry C. Frith, *a Notary Public in and for said County and State,* Normad Farrell

the within named bargainor he, *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 Dominion Nat'l Bank Alexandria, Va
this 1 *day of* Nov., *19*75

Terry C. Frith
Notary Public

Commission expires 2-3-78

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Dawn Pascoe, *a Notary Public of the State and County aforesaid, personally appeared* Wilson C. Tate *with whom I am personally acquainted, and who, upon oath, acknowledged* himself *to be* Vice President *of the* Gasoline Marketers, 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* himself *as* Vice President

Witness my hand and seal at office in Nashville, Tennessee
this 10th *day of* November, *19*75

Dawn Pascoe
Notary Public

Commission expires 3/12/79

STATE OF California
COUNTY OF Orange

ROSE DUNSMORE

Personally appeared before me, ~~William Elliston Farrell, Jr.~~ a Notary Public in and for said County and State, William Elliston Farrell, Jr. 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 Laguna Hills, Calif.
, this 5th day of November, 1975.

Rose Dunsmore
Notary Public Rose Dunsmore

Commission expires May 31, 1977

OFFICIAL SEAL
ROSE DUNSMORE
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
ORANGE COUNTY
My Commission Expires May 31, 1977

INSTALLMENT DEED

FROM

CAROLYN SOUTHGATE SARTOR, ET AL, CO-TRUSTEES

TO

GASOLINE MARKETERS, INC.

D 23735

IDENTIF. REFERENCE

Nov 10 3 12 PM '75

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

CHICAGO TITLE INSURANCE COMPANY
American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE