INSTALLMENT DEED

BOOK 4970 PAGE 952

For and in Consideration of the sum of FORTY-THOUSAND, FIVE-HUNDRED AND NO/100 ($40,500.00)----------Dollars, of which NINE-THOUSAND, THREE-HUNDRED, NINETY AND NO/100 ($9390.00) Dollars, has been paid in cash by James D. Little, Sr., and James D. Little, Jr., as tenants in common the receipt of which is hereby acknowledged, and for the remainder THIRTY-ONE THOUSAND, ONE-HUNDRED, TEN AND NO/100 ($31,110.00)----------Dollars, the said James D. Little Sr., and James D. Little, Jr., as tenants in common ha ve assumed a first mortgage in the amount of $21,720.00 of record in Book 4752, Page 495, said Register's Office, and for the remainder the said Grantees have this day executed their one promissory note of even date in the principal sum of $9,390.00 payable to the order of Henry B. Grader and William J. Crosslin, Jr., Trustees of the X-L Distributing Co., Inc., Profit Sharing Plan, and executed by James D. Little, Sr., and James D. Little, Jr., and given as part of the purchase money on the herein described property. Said note is payable in twenty (20) consecutive quarterly installments as follows:

1. $469.50 on or before February 10, 1976, plus interest, interest being at the rate of 7½% per annum on the unpaid principal sum;
2. $469.50 on or before May 10, 1976, plus interest, interest being at the rate of 7½% per annum on the unpaid principal sum;

*(Continued, see page three (3))...

all of said notes bearing ~~six~~ 7½% 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, Henry B. Grader and William J. Crosslin, Jr., Trustees of the X-L Distributing Co., Inc., Profit Sharing Plan have this day bargained and sold, and do hereby transfer and convey unto the said James D. Little Sr., and James D. Little, Jr., as tenants in common, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

A tract of land in the 5th, formerly the 7th, Civil District of Davidson County, Tennessee, being Lots Nos. 7 and 8 in the subdivision of Purnell's 29.5 acre tract described according to a survey made by Watkins and Murray, Surveyors, dated January 21, 1948, as follows:

Beginning on the northwesterly margin of Ezell Road at the common corner of Tract 3 and Lot No. 8; thence with the line between said Tract 3 and Lot 8, northwestwardly 415 feet to the easterly line of Tract 2; thence with the easterly line of said tract northeastwardly 200 feet to the corner of Lots Nos. 6 and 7; thence with the line between said lots, southeastwardly 375 feet to the northwesterly margin of Ezell Road; thence with said road southwestwardly 200 feet to the point of beginning.

Being the same property conveyed to Henry B. Grader and William J. Crosslin, Jr., Trustees of the X-L Distributing Co., Inc., Profit Sharing Plan, by deed from Henry B. Grader and William J. Crosslin, Jr., of record in Book 4798, Page 656, Register's Office for Davidson County, Tennessee.

This instrument is made subject to all applicable local government planning and zoning regulations.

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

To Have and to Hold said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said James D. Little, Sr., and James D. Little, Jr., as tenants in common, 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 and our heirs and representatives, to warrant and forever defend the title to said real estate to said James D. Little Sr., and James D. Little, Jr., as tenants in common, 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 James D. Little Sr., and James D. Little, Jr., as tenants in common do hereby transfer and convey unto Tom G. Coleman, Jr., 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 James D. Little Sr., and James D. Little, Jr., as tenants in common 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 $insurable interest 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 James D. Little Sr., and James D. Little, Jr., as tenants in common 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 borrowers representatives or assigns.

*Continued from page one.....

3. $469.50 on or before August 10, 1976, plus interest, interest being at the rate of 7½% per annum on the unpaid principal sum;
4. $469.50 on or before November 10, 1976, plus interest, interest being at the rate of 7½% per annum on the unpaid principal sum;
5. $469.50 on or before February 10, 1977, plus interest, interest being at the rate of 7½% per annum on the unpaid principal sum;
6. $469.50 on or before May 10, 1977, plus interest, interest being at the rate of 7½% per annum on the unpaid principal sum;
7. $469.50 on or before August 10, 1977, plus interest, interest being at the rate of 7½% per annum on the unpaid principal sum;
8. $469.50 on or before November 10, 1977, plus interest, interest being at the rate of 7½% per annum on the unpaid principal sum;
9. $469.50 on or before February 10, 1978, plus interest, interest being at the rate of 7½% per annum on the unpaid principal sum;
10. $469.50 on or before May 10, 1978, plus interest, interest being at the rate of 7½% per annum on the unpaid principal sum;
11. $469.50 on or before August 10, 1978, plus interest, interest being at the rate of 7½% per annum on the unpaid principal sum;
12. $469.50 on or before November 10, 1978, plus interest, interest being at the rate of 7½% per annum on the unpaid principal sum;
13. $469.50 on or before February 10, 1979, plus interest, interest being at the rate of 7½% per annum on the unpaid principal sum;
14. $469.50 on or before May 10, 1979, plus interest, interest being at the rate of 7½% per annum on the unpaid principal sum;
15. $469.50 on or before August 10, 1979, plus interest, interest being at the rate of 7½% per annum on the unpaid principal sum;
16. $469.50 on or before November 10, 1979, plus interest, interest being at the rate of 7½% per annum on the unpaid principal sum;
17. $469.50 on or before February 10, 1980, plus interest, interest being at the rate of 7½% per annum on the unpaid principal sum;
18. $469.50 on or before May 10, 1980, plus interest, interest being at the rate of 7½% per annum on the unpaid principal sum;
19. $469.50 on or before August 10, 1980, plus interest, interest being at the rate of 7½% per annum on the unpaid principal sum;
20. $469.50 on or before November 10, 1980, plus interest, interest being at the rate of 7½% per annum on the unpaid principal sum.

The first payment falling due on the 10th day of February, 1976, and continuing in consecutive quarterly installments as aforesaid until both principal and interest are fully paid. Amounts paid will be credited first to interest due; balance to unpaid principal sum.

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 Tom G. Coleman, Jr., 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 Henry B. Grader and William J. Crosslin, Jr., Trustees of the X-L Distributing Co., Inc., Profit Sharing Plan and James D. Little Sr., and James D. Little, Jr. as tenants in common hereunto set our hands at Nashville, Tennessee, this the 10th day of November 1975.

X-L DISTRIBUTING CO., INC., PROFIT SHARING PLAN

By: Henry B. Grader, Trustee

By: William J. Crosslin, Jr., Trustee

James D. Little, Sr.

James D. Little, Jr.

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Henry B. Grader and William J. Crosslin, Jr., Trustees of the X-L Distributing Co., Inc., Profit Sharing Plan

the 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 12 day of November, 1975

Commission Expires My Commission Expires Sept 12, 1976

Notary Public

STATE OF TENNESSEE
DAVIDSON County.

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named James D. Little, Sr., and James D. Little, Jr., as tenants in common

the 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 November, 1975

Commission Expires My Commission Expires Dec. 5, 1977

Notary Public

STATE OF TENNESSEE
COUNTY OF DAVIDSON

BOOK 4970 PAGE 956

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..... .

NOV 14 75 CONV 40,500.00
NOV 14 75 MORTG *9,390.00
NOV 14 75 S TAX A* 105.30
NOV 14 75 A* 7.40
NOV 14 75 PR FEE A* .50
NOV 14 75 W DEED A* 10.00 * 123.20

..... , Notary Public.

Commission expires .....

(over for additional acknowledgements)

MAIL TO: JIM STEVENS CITY. AUCTION
2007 CHARLOTTE AVE. NASHVILLE, TENN.

INSTALLMENT DEED

FROM
Henry B. Grader, et al, Trustees of the X-L Distributing Co., Inc. Profit Sharing Plan

TO
James D. Little, Sr., et al

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

D 24323

IDENTIF. REFERENCE

Nov 14 8 52 AM '75
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
James D. Little, Sr., et al (NAME)	New Owner (NAME)	Map 134
3300 Glencliff Road (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	Pars 129, 130
Nashville Tenn. 37211 (CITY) (STATE) (P. O. ZIP)	(CITY) (STATE) (ZIP)	5DU-14311 5DU-14316

THIS INSTRUMENT WAS PREPARED BY

Tom G. Coleman, Jr.
Attorney at Law
1623 Parkway Towers
Nashville, Tennessee 37219

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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

$40,500.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 14th DAY OF November, 1975

Notary Public

MY COMMISSION EXPIRES: 12-5-77

(AFFIX