This Instrument Prepared By:
Frank C. Ingraham
INGRAHAM, YOUNG & CORBETT
1720 Parkway Towers
Nashville, Tennessee 37219

STATE OF TENNESSEE COUNTY OF DAVIDSON
The actual consideration for this transfer is $150,000. This is equal to or greater than the property would bring at a fair and voluntary sale.
_____ (for Grantee)
Sworn to and subscribed before me this 26th day of Nov., 1975.
_____
My Comm. Expires: 7-24-77

Address New Owner:	Send Tax Bills To:	Map-Parcel No.:
R & L Investment Co.	Same.	6DA 255
P. O. Box 1071	BOOK 4978 PAGE 246	106-5-68
Nashville, Tn. 32710		

INSTALLMENT DEED

FOR OTHER GOOD AND VALUABLE CONSIDERATION AND THE SUM OF ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000.00) evidenced by one (1) Promissory Note of even date herewith in the original principal amount of One Hundred Fifty Thousand Dollars ($150,000.00), bearing interest at the rate of 8-3/4% per annum, and payable in equal monthly installments of ONE THOUSAND EIGHT HUNDRED SEVENTY NINE AND 91/100 ($1,879.91) DOLLARS for ten (10) years, beginning January 2, 1976, and continuing on the same date of each month thereafter until principal and interest have been fully paid, the final installment being due December 2, 1986, and providing for payment of attorney's fees, said Note being given by R & L INVESTMENT COMPANY, a partnership, to TRANSPO GENERAL, INC., a Tennessee corporation, and to secure the payment of said note, principal and interest and attorney's fees, a lien is expressly retained on the land herein conveyed, TRANSPO GENERAL, INC., a Tennessee corporation, as GRANTOR herein, has this day bargained and sold, and does hereby transfer and convey unto the said R & L INVESTMENT COMPANY, a partnership, its successors and assigns, as GRANTEE herein, certain real estate in Davidson County, Tennessee, as follows:

All that tract or parcel of land lying and being in the 6th Civil District of Davidson County, Tennessee, being Lot 2, Section Two, City View Park, as shown on a survey by Ragan-Smith & Associates, Inc., dated September 18, 1975, as recorded in Plat Book 4885, Page 83, Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

BEGINNING at a point on the Southerly side of Enos Reed Drive, said street having a right-of-way of 60 feet at this point, 175.69 feet Westerly as measured along the Southerly margin of Enos Reed Drive from the point formed by its intersection with the Westerly margin of Polk Avenue, if said streets were extended to form an angle rather than a curve; thence South 1°37' West a distance of 272.40 feet to a point on the Northwesterly margin of the property of L & N Railroad, said point being 30 feet from the centerline of said railroad property; thence South 63°00' West along the Northwesterly margin of said railroad property a distance of 286.41 feet to a point; thence North 84°27' West a distance of 38.73 feet to a point, which point is on the Northwesterly margin of said railroad property and being 50 feet from the centerline of said railroad property; thence continuing along the Northwesterly margin of said L & N Railroad property along the arc of a curve having a radius of 2068.15 feet a distance of 23.65 feet to the Southeasterly corner of Lot 3, Section One, City View Park, as recorded in Book 4860, Page 49, R.O.D.C., Tennessee; thence North 3°06'45" East a distance of 418.85 feet to a point on the Southerly margin of Enos Reed Drive, said

street having a right-of-way of 60 feet at this point; thence along the Southerly margin of said Enos Reed Drive South 86°53'15" East 15.24 feet to a point; thence continuing along the Southerly margin of said Enos Reed Drive along a curve having a radius of 3928.56 feet, a distance of 103.02 feet to a point; thence continuing along the Southerly margin of said Enos Reed Drive South 88°23'24" East a distance of 182.18 feet to the Point of Beginning.

Being a portion of that property conveyed to Transpo General, Inc., by deed from General Electric Broadcasting Company, Inc., of record in Book 4680, Page 337, Register's Office, Davidson County, Tennessee.

This conveyance is made subject to the restriction and exclusive easement for the right to install an antenna on the top of any structure which might be erected by Grantee, its successors and assigns, in line of sight from the existing antenna on the WSIX Building on Murfreesboro Pike to the WSIX Transmittor, together with an exclusive easement for a cable to connect the relocated antenna to the WSIX Building, as recorded in Deed Book 4680, Page 337, Register's Office, Davidson County, Tennessee; to the Owner's Certificate, Public Utility and Drainage Easements along the Southerly, Easterly, and Westerly boundaries of said property of ten foot width, Anchor Easements 5'x30' in the Northeasterly and Northwesterly corners of said property, and to an existing 15 foot drainage easement running diagonally across the subject property in a Southeasterly direction from the Northwest corner of this property to a point approximately 30 feet from its most Southeasterly corner at the margin of L & N Railroad property, all as shown on the survey recorded in Book 4885, Page 83, R.O.D.C., Tennessee; and to Taxes for the year 1976 and subsequent years. Further subject to a Railroad Spur Easement shown on said survey in the Southwesterly corner of subject property, at the point L & N Railroad widens its right-of-way from the centerline of its property from 30 feet to 50 feet.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantee, its successors and assigns, forever. And Grantor covenants that it is lawfully seized and possessed of said real estate in fee simple, has a good right to convey it, and that the same is unencumbered.

Grantor further covenants and binds itself, its successors and assigns, to warrant and forever defend the title to said real estate to the said Grantee, its successors 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 note, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said note as it matures, as hereinafter provided, and for the consideration of ONE DOLLAR to it in hand paid, the said Grantee, R & L INVESTMENT COMPANY, a partnership, does hereby transfer and convey unto Frank C. Ingraham, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only.

R & L Investment Company, a partnership, does 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 $_____ 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 and holder of said note, as his interest may appear. It further agrees to keep the improvements, if any, 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 said Grantee fails to do either, then the said Trustee, or the lawful owner and holder of said note, 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 the said R & L Investment Company, a partnership, shall pay the note installments when due, according to its 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 it shall fail to pay any one of said installments or part thereof, promptly at maturity, or if, failing to pay taxes, keep up repairs or keep said premises insured as hreein provided; it shall fail to reimburse the Trustee or lawful owner and holder of said note for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said note, within thirty (30) 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 note, or any of said installments then past due and unpaid, all remaining installments 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 20 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. R & L Investment Company, a partnership, agrees that the Trustee may, at any time after default in the payment of any one of said installments, enter and take possession of said property, and shall only account for the net rents actually received by him. It further agrees 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 R & L Investment Company, a partnership, its successors, 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 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 Frank C. Ingraham, 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.

DEC 10 75	CONV	90,000.00			
DEC 10 75	CONV	60,000.00			
DEC 10 75	MORT'G	90,000.00			
DEC 10 75	MORT'G	60,000.00			
DEC 10 75	S'TAX		B*	390.00	
DEC 10 75	S'TAX		B*	148.00	
DEC 10 75	PR'FEE		B*	.50	
DEC 10 75	W'DEED		B*	8.00	* 546.50

IN WITNESS WHEREOF, we, TRANSPO GENERAL, INC., by and through its duly authorized officers, and R & L INVESTMENT COMPANY, a partnership, by and through its partners, execute this instrument at Nashville, Tennessee, on this 26th day of November, 1975.

D 27674 T IDENTIF. REFERENCE
DEC 10 12 58 PM '75
FELIX Z. WILSON JR. REGISTER
DAVIDSON COUNTY, TENN.

TRANSPO GENERAL, INC.

By: William J. Wilson, Jr. Pres
William J. Wilson, Jr.
President

Attest:
Frank C. Ingraham, Secretary

R & L INVESTMENT COMPANY

By: Lewis F. Dickens
Lewis F. Dickens, Partner

By: Ray B. Baucom
Ray B. Baucom, Partner

STATE OF TENNESSEE

DAVIDSON COUNTY

Before me, the undersigned Notary Public within and for the State and County aforesaid, personally appeared William J. Wilson, Jr. and Frank C. Ingraham, with whom I am personally acquainted, and who upon their several oaths acknowledged themselves to be the president and secretary, respectively, of Transpo General, Inc., the within named bargainor, a corporation, and that they as such president and secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said William J. Wilson, Jr. as such president and attesting the same by the said Frank C. Ingraham as such secretary.

Witness my hand and official seal at Nashville, Tennessee, on this 26th day of November, 1975.

Jeanette S. Banks
Notary Public

JEANETTE S. BANKS NOTARY PUBLIC LARGE STATE OF TENNESSEE

My Commission Expires:
July 24, 1977

STATE OF TENNESSEE

DAVIDSON COUNTY

Personally appeared before me, the undersigned Notary Public within and for the State and County aforesaid, the within named Lewis F. Dickens and Ray B. Baucom, with whom I am personally acquainted, and who upon their several oaths acknowledged themselves to be partners in R & L Investment Company, the within named bargainor, a Tennessee General Partnership, and who acknowledged that they, having full authority and capacity to so do, executed the within instrument in the name of said partnership by signing their names as partners, for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, on this 26th day of November, 1975.

Jeanette S. Banks
Notary Public

JEANETTE S. BANKS NOTARY PUBLIC LARGE STATE OF TENNESSEE

My Commission Expires:
July 24, 1977