Don L. Smith, Attorney
Home Federal Tower
Nashville, Tn. 37219

Installment Deed

BOOK 5023 PAGE 672

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Charles W. Hawkins, III	Same	MAP 106-2
(NAME:) 26th FLOOR	(NAME:)	PAR. 9
(STREET ADDRESS OR ROUTE NUMBER) FIRST AMERICAN CENTER	(STREET ADDRESS)	
NASHVILLE, TN. 37238		M-P
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of One Hundred Twenty-Five Thousand and no/100 ($125,000.00) *Dollars,*

of which Twenty Thousand and no/100 ($20,000.00) *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder One Hundred Five Thousand and no/100 ($105,000.00) *Dollars,*

L. B. Hawkins and Charles W. Hawkins, III

have executed a promissory note of even date herewith in the original principal amount of One Hundred Five Thousand ($105,000.00) Dollars, payable to the order of Thompson & Green Machinery Co. and payable in two equal annual installments, the first of which is due and payable May 7, 1977, plus interest on the unpaid balance in an amount equal to the average of the prime rate of interest being charged by First American National Bank of Nashville on the frist day of each month from date hereof until date of payment and the second of which is due and payable May 7, 1978, plus interest on the unpaid balance in an amount equal to the average of the prime rate of interest being charged by First American National Bank of Nashville on the first day of each month from date that the May 7, 1977 payment is made until date of payment. Notwithstanding anything to the contrary, the amount of interest shall not exceed ten (10%) per cent per annum. This note may be prepaid at any time without penalty.

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, Thompson & Green Machinery Company, Inc., a Tennessee corporation, has

this day bargained and sold, and do hereby transfer and convey unto the said L. B. Hawkins and Charles W. Hawkins, III, as tenants in common, their

(successors), heirs and assigns,

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

A tract of land in the 3rd Civil District of Davidson County, Tennessee, according to a survey of Parrish-Ragan, Inc. dated December 5, 1973, as follows:

A tract of land in the 3rd Civil District of Davidson County, Tennessee; being all of Lots Nos. 9 and 10 on the map of the B. E. Matthews Subdivision, of record in Plan Book 57, page 112, Register's Office for said County; being part of Lot No. 21 on the plan of the Edward Trabue Property, as of record in Minute Book "I", pages 190 and 191, United States Circuit Court at Nashville, Tennessee; and being the easterly part of Lot No. 94 and portions of other lots on the unrecorded plat of a proposed subdivision of the Garth Property, described according to a survey made by W. B. Southgate, Surveyor; and being more particularly described according to a survey by Parrish-Ragan, Inc., Job No. 73-223, dated December 5, 1973, as follows: Beginning at an existing monument on the southerly margin of Elm Hill Pike (formerly Stones River Road or Chicken Pike), that point being the northwest corner of the property conveyed to Ebeneezer A. M. E. Church, of record in Book 2694, page 395, Register's Office of Davidson County, Tennessee; thence, leaving the said margin of Elm Hill Pike and with the westerly boundary line of the Ebeneezer A.M.E. Church property South 07° 37' West a distance of 77.27 feet to an existing monument; thence, North 88° 39' East a distance of 25.80 feet to an iron pin; thence, South 06° 01' West 122.40 feet to an iron pin; thence,

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 125,000.00

Subscribed and sworn to before me, this the 10 day of May 1976

Affiant

My commission expires: My Commission Expires Sept. 8, 1979 (Affix Seal)

Notary Public

DAVIDSON COUNTY

South 86° 33' East 71.76 feet to an existing monument, said monument being a common corner between the herein described tract and the previously mentioned church property and the property conveyed to the Davidson County Board of Education (Mount Zeno School), or record in Book 626, page 678, Register's Office of Davidson County, Tennessee; thence, with the westerly boundary line of the said Board of Education property South 22° 55' West 274.77 feet to an existing highway monument; thence, South 21° 53' West 29.83 feet to an existing highway monument in the northerly right-of-way of Interstate Highway I-40; thence, with a northerly right-of-way of Interstate Highway I-40 North 60° 42' West a distance of 496.60 feet to an existing highway monument; thence, continuing with the northerly right-of-way of Interstate Highway I-40, North 57° 50' West 271.64 feet to an iron pin, said iron pin being in the northerly right-of-way of Interstate Highway I-40, being a common corner between the herein described tract and the B. E. Matthews' Subdivision, as of record in Plan Book 57, page 112, Register's Office of said County; thence, leaving the northerly right-of-way of Interstate Highway I-40 with the southerly boundary line of the said B. E. Matthews Subdivision North 88° 32' East 175.80 feet to an existing iron pin in concrete thence continuing with the southerly boundary line of the said B. E. Matthews' Subdivision, North 88° 31' East 51.70 feet to an existing monument, said point being the common southerly corner of Lot No. 8 and Lot No. 9 of the said B. E. Matthews' Subdivision; thence, with the common line between said Lot No. 8 and Lot No. 9 of the B. E. Matthews' Subdivision, North 5° 39' East 143.68 feet to an existing monument in the southerly margin of Elm Hill Pike; thence, with the southerly margin of Elm Hill Pike South 83° 16' East a distance of 415.96 feet to an iron pin; thence, continuing with said margin South 84° 37' East a distance of 52.36 feet to the point of beginning.

Included in the above description, but excluded therefrom, is that part of said property conveyed to Metropolitan Government of Nashville and Davidson County, Tennessee, by deed from Thompson & Green Machinery Co., of record in Book 4880, page 986, Register's Office for Davidson County, Tennessee.

Being part of the property conveyed to Thompson & Green Machinery Co., Inc., a Tennessee corporation, by deed from McDowell Development Corporation, a Tennessee corporation, of record in Book 4876, page 314, Register's Office for said County.

This conveyance is subject to an easement for proposed right-of-way along the northerly boundary of premises, rights of others, if applicable, established by existing fence lines which lie partially without and partially within the subject premises, easement for the encroachment of a certain gravel drive across the northeasterly corners of premises, the encroachments of certain power lines and/or telephone lines across the northerly and easterly lines of premises, and lack of direct access to Interstate Highway I-40 from the portion of premises adjacent thereto, all as more fully depicted on the survey of Tract No. 1 of the Thompson & Green Machinery Co. Property by Parrish-Ragan, Inc., dated December 5, 1973, Job No. 73-223.

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing
Document Unsatisfactory When Received

unimproved (X)
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 L. B. Hawkins and Charles W. Hawkins, III, their *(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 1976 taxes which have been prorated and assumed by Grantee and as otherwise noted herein.

It *further covenant and bind* itself, its' successors *heirs and representatives, to warrant and forever defend the title to said* L. B. Hawkins and Charles W. Hawkins, III, their *(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 L. B. Hawkins, and Charles W. Hawkins, III *hereinafter referred to as trustors, hereby transfer and convey unto* Don L. Smith, *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 repaid 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 7th day of May, 1976.

THOMPSON & GREEN MACHINERY COMPANY, IN

By: Bon C. Patterson Jr. Pres.

L. B. Hawkins

L. B. HAWKINS

Charles W. Hawkins III

CHARLES W. HAWKINS, III

D 4 8 4 8 2

FOR REGISTRATION REFERENCE
RECEIVED
MAY 11 10 49 AM '76
REGISTER
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Angelia S Powers, a Notary Public in and for said County and State, L. B. Hawkins and Charles W. Hawkins, III

the within named bargainor S, 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 7th day of May, 1976.

My Commission Expires Sept. 8, 1979

Angelia S Powers
Notary Public

Commission expires .....

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF .....
COUNTY OF .....

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....., *this*.....*day of*....., *19*.....

.....*Notary Public*

Commission expires.....

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Hez A. Thompson, III, *a Notary Public of the State and County aforesaid, personally appeared* Ben C. Bateman, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* Secretary-Treasurer *of the* Thompson & Green Machinery Company, Inc., *the within named bargainor, a corporation, and that* he *as such* Secretary-Treasurer, *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* Secretary-Treasurer

Witness my hand and seal, at office in LaVergne, Tennessee, *this* 7th *day of* May, *19*76.

Hez A. Thompson, III *Notary Public*

Commission expires 26 Jan. 1980

INSTALLMENT DEED

FROM

TO

MAY 11 76	CONV	90,000.00			
MAY 11 76	CONV	35,000.00			
MAY 11 76	MORT'G	90,000.00			
MAY 11 76	MORT'G	15,000.00			
MAY 11 76	S'TAX		B*	325.00	
MAY 11 76	S'TAX		B*	103.00	
MAY 11 76	R'FEE		B*	.50	
MAY 11 76	M'DEED		B*	10.00	* 438.50

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