Address New Owners	Send Tax Bills to:	Map - Parcel Number
A. M. Manning and Robert M. Pearce, d/b/a BGE TERMINALS P. O.Box 1111 Bowling Green, Ky. 42101	SAME BOOK 5070 PAGE 678	93-7 15 Pal

mail

THIS INSTRUMENT PREPARED BY WALTER HARWOOD, ATTORNEY, 6009 Andover Dr., Nash., Tenn. 37215

Installment Deed

FOR AND IN CONSIDERATION of the sum of Three Hundred Seventy-five Thousand and no/100 ($375,000.00) - *Dollars,* *of which* One Thousand Five Hundred and no/100 - *Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder* Three Hundred Seventy-three Thousand Five Hundred ($373,500) and no/100- *Dollars,* Robert M. Pearce and A. M. Manning, Partners, d/b/a BGE TERMINALS, ha ve *executed* their promissory note of even date, and by which grantees agree to pay interest on the principal sum of $373,500.00 at the rate of eight (8%) percent per annum, in installments due November 1, 1976, December 1, 1976, and January 3, 1977; and to pay the sum of Ninety-eight Tnousand Five Hundred ($98,500.00) and no/100 Dollars on January 3, 1977; and to pay the principal sum of Two Hundred Seventy-five and no/100 Dollars ($275,000.00) in one hundred twenty equal monthly payments of Three Thousand Three Hundred Thirty-six and 60/100 Dollars ($3,336.60) the first of which will due and payable on or before February 3, 1977, and one hundred ninety (119) successive monthly installments each for like amount which include interest at 8% per annum, payable on the third day of each month. Grantees have the privilege of paying any number of said monthly payments or this note may be in paid in full on any paying date,

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, Dennis E. White and E. W. Manning, Partners, d/b/a WHITE AND MANNING REALTY *have this day bargained and sold, and do hereby transfer and convey unto the said* Robert M. Pearce and A. M. Manning, Partners, d/b/a BGE TERMINALS, their *(successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:*

Land in Davidson County, Tennessee, being Lot No. 1 and parts of Lots Nos. 2, 3, and 4, Block "D"; Lots Nos. 1, 2, 3, 4 and part of 5, Block "F"; Lots Nos. 1 and 2 and part of Lot No. 3, Block "H"; part of Lawton Street, east of South Third Street; part of an alley lying between said Lawton Street and Benedict Street and east of said Third Street; the easterly half of South Third Street between first alley north of Lawton Street and Benedict Street; the south part of the first alley south of Sylvan Avenue east of said South Third Street, and part of Benedict Street on the Plan of Woods' Subdivision of the Blood Estates, as of record in Book 161, page 82, Register's Office for said County, described according to a survey made by Hickerson-Miller, Engineers-Surveyors, May 12, 1959, as follows:

Beginning at the intersection of the center line of Benedict Street and South Third Street; thence with the center of said Benedict Street north 50° 06' east 361 Feet, more or less, to the southwesterly right-of-way line of the proposed Interstate Highway; thence with the same north 40° 55' west 433 feet, and north 61° 45' west 251 feet, more or less, to the center of a 15-foot alley; thence with same south 65° 16' west 77 feet more or less, to the intersection of the center of said alley and center of said South Third Street; thence with the center of said South Third Street 24° 15' east 713 feet, more or less, to the beginning.

(Continued on next page)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $375,000.00.

Subscribed and sworn to before me, this the 18th day of Sept., 1976

My Commission expires 2-28-78

Affiant

Notary Public

Being the same property conveyed to Dennis E. White and E. W. Manning, by deed from Jacobs H. Doyle, of record in Book 2907, page 553, Register's Office for said County.

Said property is conveyed subject to the following:

1. Easements for right-of-way of Benedict Street and the alley along the northern boundary line of premises, and all alleys lying within boundaries of premises.
2. Easement for 60-inch sewer across premises shown as sewer No. 109-A on the plans in the office of the City Engineer of the City of Nashville.
3. The deed from Jacobs H. Doyle and wife, to Dennis E. White and E. W. Manning, dated May 25, 1959, filed May 26, 1959, and recorded in Book 2907, page 553, Register's Office for Davidson County Tennessee, contains the following provisions:

> "The right and privilege to ingress and/or egress to and from said proposed state highway located on the east side of the property herein conveyed, is hereby expressly excepted from this conveyance."

4. Subject to the terms and provisions as set out in instrument of record in Book 3885, page 736, Register's Office for Davidson County, Tennessee.
5. Grantees recognize and acknowledge that Grantors have executed two leases covering the property herein conveyed, and of which they have been made aware.

This is improved property, known as 721 S. 3rd St., Nashville, Tenn., 37213

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Robert M. Pearce and A. M. Manning, Partners, d/b/a BGE TERMINALS, their *(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 as noted herein. The parties agree that state and local taxes and insurance on said property will prorated as of date of execution of this Deed.

We *further covenant and bind* ourselves and our *heirs and representatives, to warrant and forever defend the title to said real estate to said* Robert M. Pearce, and A. M. Manning, Partners, d/b/a BGE TERMINALS, 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 Robert M. Pearce and A. M. Manning, Partners, d/b/a BGE TERMINALS *hereinafter referred to as trustors, hereby transfer and convey unto* Richard D Reeves, *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 $ 100,000.00, *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 18th *day of* September, *19* 76

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

Dennis E. White

E. W. Manning

Robert M. Pearce

A. M. Manning

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Walter Harwood, *a Notary Public in and for said County and State,* Dennis E. White, E. W. Manning, Robert M. Pearce and A. M. Manning

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* 18th *day of* September, *19* 76

NOTARY PUBLIC DAVIDSON COUNTY, TENNESSEE FEB. 8, 1978

Walter Harwood
Notary Public

Commission expires February 28, 1978

BOOK 5070 PAGE 681

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.*

$ 373,500.00

Witness my hand and official seal at .....,

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

.....*Notary Public*

Commission expires .....

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, ..., *a Notary Public of the State and County aforesaid, personally appeared* .....,
with whom I am 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 corporatoin by .....*self as* .....

Witness my hand and seal, at office in .....,
this .....*day of* ....., *19*.....

.....*Notary Public*

Commission expires .....

INSTALLMENT DEED

FROM

DENNIS E. WHITE and E. W. MANNING

Partners, d/b/a WHITE AND MANNING REALTY

TO

ROBERT M. PEARCE and A. M. MANNING

Partners, d/b/a BGE TERMINALS

D 69023

IDENTIF. REFERENCE

SEP 21 1 34 PM '76

REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

Guaranty Title Company

A Division of

Kansas City Title Insurance Company

American Trust Building
S. W. Cor. Third & Union
NASHVILLE, TENNESSEE