BOOK 5116 PAGE 31

This Form furnished by Attorneys Title Company, Inc.

INSTALLMENT DEED Form No. WD - 4

FROM

Dr. Stanley Bernard, Trustee

TO

Fred Horrell, Steve Horrell, and Henry Horrell, d/b/a Horrell Realty and Investment Company

For draftsman's use

This instrument prepared by
Herbert R. Rich, Attorney
213 Third Avenue, North
Nashville, Tennessee

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Fred Horrell et als (NAME)	Owner (NAME)	119-9
Horrell Realty 3030 Sidco Drive (STREET ADDRESS OR ROUTE NUMBER)	same (STREET ADDRESS)	163-
Nashville, Tennessee 37204 (CITY) (STATE) (P. O. ZIP)	same (CITY) (STATE) (ZIP)	132.00

(FOR REGISTER'S USE)

IDENTIF. REFERENCE

FEB 17 11 20 AM '77

REGISTER DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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

$ 71,000.00 Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 10th DAY OF February 19 77.

Notary Public

MY COMMISSION EXPIRES:

(AFFIX SEAL)

D 89821

FOR AND IN CONSIDERATION OF the sum of Seventy One Thousand and No/100 ($71,000.00) DOLLARS

of which $ 16,000.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees have executed their one note of even date herewith in the original principal amount of $55,000.00, payable to the order of Dr. Stanley Bernard, Trustee, in 240 monthly installments of $477.33 each, the first of which is due and payable on the 10th day of March, 1977, and thereafter a like amount on the 10th day of each succeeding month, with the final and last installment becoming due and payable on the 10th day of February, 1997. Said installments include interest at the rate of 8-1/2% per annum; said payments to be applied first to interest and balance to principal until the entire amount, both principal and interest, shall have been paid in full, all in accordance with the terms and conditions as set out in said note.

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed,

I, Dr. Stanley Bernard, Trustee

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto

Fred Horrell, Steve Horrell, and Henry Horrell, d/b/a Horrell Realty and Investment Company, a partnership

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

TRACT NO. 1: Land in the 6th Civil District of Davidson County, Tennessee, described as follows:

Beginning at a point in the easterly margin of Nolensville Road said point being the southeast corner of the tract of land conveyed to John E. Hodge, Jr., by deed from Edward Hill, et al, of record in Book 4677, page 605, Register's Office for said County; thence eastwardly with Hodge's southerly line, 192 feet, more or less, to a point in the westerly line of Lot No. 17 on the Plan of E. T. Brown's Subdivision of part of the Patterson Tract, as of record in Book 332, page 60, Register's Office for said County, said point being 51 feet, more or less, southerly from the northwesterly corner of said Lot No. 17; thence southwardly with the broken westerly line of said Lot No. 17, 69 feet, more or less, to a point in said line of said lot; thence South 65 1/2° East, 180 feet, more or less, to a point in the easterly margin of Nolensville Road; thence northwardly with said margin of said Road, 69.7 feet to the point of beginning. (Subject to reservation of easement hereinafter set out)

Being property described as Tracts Nos. 1 and 3 in the deed of Pat B. Powers and wife, Mary Ann Powers, to Dr. Stanley Bernard, Trustee, of record in Book 4171, page 425, Register's Office for Davidson County, Tennessee.

TRACT NO. 2: Land in Davidson County, Tennessee, being Lot No. 17 on the Plan of E. T. Brown's Subdivision of part of the Patterson Tract, as of record in Book 332, page 60, Registers Office for said County, and described as follows:

Beginning on the westerly margin of Hogan Street at the southeast corner of Lot No. 3 on said plan; thence with the westerly margin of said street southerly 50 feet to the corner of Lots Nos. 17 and 16; thence westerly with the line between said two lots 148 1/2 feet to the west line of said plan of Lots; thence with the broken westerly line of said Lot No. 17, northerly 124 feet to the southwest corner of Lot No. 1 on said plan; thence with the south line of Lots Nos. 1, 2 and 3, easterly 146 feet to the beginning.

Being property conveyed to Dr. Stanley Bernard, Trustee, by deed from Pat B. Powers and wife, Mary Ann Powers, of record in Book 4171, page 425, Register's Office for Davidson County, Tennessee.

There is reserved unto the grantor, his successors and assigns, a permanent easement for ingress and egress over and upon the southerly side of the tract of land hereinabove described as Tract No. 1, of a width sufficient to allow the passage of a truck with trailer 10 feet wide and 40 feet long, together with the additional width and depth upon the easterly part of said tract sufficient to permit the turning of a truck to an angle allowing for the loading and unloading of merchandise to and from the building presently existing on the tract of land lying south of and immediately adjacent to said Tract No. 1 as hereinabove described, all to be consistent with the use presently being made of the area for ingress and egress of a truck.

This is improved property known as _____, Nashville, Tenn.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, 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, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, 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 grantees herein do hereby transfer and convey unto Herbert R. Rich 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 grantees 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 value 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 interest 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 grantees, 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 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 advise 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 the grantees herein, their heirs, 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 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 the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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 grantors and grantees, have hereunto set our hands this the 10th day of February 19 77.

Horrell Realty and Investment Company

By: Fred Horrell, Partner

Steve Horrell, Partner

Henry Horrell, Partner

Herbert R. Rich, Dr. Stanley Bernard, Trustee

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Dr. Stanley Bernard, Trustee and Fred Horrell, Steve Horrell and Henry Horrell the 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 10th day of February, 19 77.

Herbert R. Rich, Notary Public.

Commission expires 4/8/78

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

STATE OF TENNESSEE
COUNTY OF DAVIDSON

FEB 17 CONV 71,000.00
FEB 17 MORT'G 55,000.00
FEB 17 S'TAX B* 134.60
FEB 17 S'TAX B* 53.00
FEB 17 PRFEE B* .50
FEB 17 W'DEED B* 6.00 * 244.10

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 corporation by self as .....

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

....., Notary Public.

Commission expires .....