This instrument prepared by Ervin M. Entrekin, Attorney, 26th Floor, First American Center, Nashville, Tennessee 37238

Installment Deed

mail BOOK 5169 PAGE 672

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
DET DISTRIBUTING COMPANY	SAME	71-9
(NAME:) 613 11th Avenue North	(NAME:)	127
(STREET ADDRESS OR ROUTE NUMBER) Nashville, Tennessee 37203	(STREET ADDRESS)	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of THREE HUNDRED THOUSAND AND NO/100----------

----------*Dollars,*

of which ONE HUNDRED TWENTY THOUSAND AND NO/100----------

----------*Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder ONE HUNDRED EIGHTY THOUSAND AND NO/100----------*Dollars,*

DET DISTRIBUTING COMPANY, a Tennessee corporation

has executed

a note of even date herewith in the principal amount of $180,000.00 payable together with interest on the unpaid principal balance remaining from time to time at the rate of 7% per annum as follows: On the 8th day of August, 1977, interest in the amount of $1,050 and thereafter a like amount of interest on the same day of each succeeding month through July 8, 1979 and thereafter on the 8th day of August, 1979, the sum of $5,557.92 and a like amount on the same day of each succeeding month for 35 consecutive months and said payments include principal and interest as aforesaid to be applied first to interest and the balance to principal with the last payment being due and payable on the 8th day of July, 1982, if not sooner paid,

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, METROCENTER PROPERTIES, a partnership composed of Pathfinder Resources, Inc., R. C. Mathews, Contractor, Inc. and Robert C. H. Mathews, Jr.

have this day bargained and sold, and do hereby transfer and convey unto the said DET DISTRIBUTING COMPANY, a Tennessee corporation, its successors

----------(successors) ~~heirs~~ *and assigns,*

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

Being a parcel of land in the First, formerly Eighth, Civil District, Nashville, Davidson County, Tennessee, lying between Interstate 265, Great Circle Road and the Cumberland River, more particularly described as follows: Being Lot No. 14A on the Plat of Resubdivision of part of Block H, MetroCenter of record in Plat Book 5060, page 164, Register's Office for Davidson County, Tennessee, described as follows: BEGINNING at a point in the easterly margin of Great Circle Road, being the northwesterly corner of Tract 13 (Kuhn's property); thence, along Great Circle Road in a northerly direction with a curve to the left having a central angle of 10° 39' 38", a radius of 430 feet, 80.01 feet to a point; thence N 61° 33' E, 207.90 feet to a point; thence N 26° 30' E 691.12 ft. to a point in the low water line of Cumberland River; thence, with said River, S 63° 30' E, 409.91 feet to a point, being the northeasterly corner of Tract 13 (Kuhn's property); thence, with the northerly boundary of Tract 13, S 26° 30' W, 329.93 feet to a point; thence, S 62° 45' 29" W, 550 feet to a point; thence S 72° 12' 38" W, 200.00 feet to the point of beginning, containing 6.00 acres, more or less.

Being part of the same property conveyed to MetroCenter Properties by deed of record in Book 4983, page 782, Register's Office for Davidson County, Tennessee

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $300,000.00

Affiant

Subscribed and sworn to before me, this the 8th day of July 19 77

Notary Public

My commission expires: 1-29-78

(Affix Seal)

PATTY J. WELLS NOTARY PUBLIC DAVIDSON COUNTY, TENN.

The conveyance of this property is subject to the terms, provisions, covenants, conditions, easements, rights established and establishing lien for expenses of administration and of maintenance and repairs of common and joint accesses and easements as contained in the Master Deed recorded in Book 5028, page 333, said Register's Office and First Amendment of Master Deed as recorded in Book 5035, page 972, said Register's Office.

The plan shows an Owner's Certificate, a 100-foot setback line from Great Circle Road, a 60-foot wide easement for drainage canal along the Great Circle Road, a 20-foot wide sanitary sewer easement parallel to and near Great Circle Road, a 20-foot wide easement for pedestrian esplanade, drainage and utilities and vehicular traffic along the south line of the purchase tract, a Cheatham Dam Flowage Easement as shown in Book 2290, page 256, said Register's Office, along the easterly property line adjacent to the River, Easement of varying width along the river for City maintenance of levee and waterfront, a 50-foot easement for railroad lead tract, the centerline of which is located 50 feet inside of levee, and a Colonial Pipeline Company easement along the inside toe of slope for levee; and a 10-foot easement for public utility and drainage along the entire westerly side line of said lot.

unimproved ( )
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 DET DISTRIBUTING COMPANY, a Tennessee corporation, its *(successors),* ~~heirs~~ *and assigns forever.* it does *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 current taxes

MetroCenter Properties, does *further covenant and bind* itself, its successors and assigns / ~~his and her representatives~~ *to warrant and forever defend the title to said real estate to said* DET DISTRIBUTING COMPANY, its *(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 DET DISTRIBUTING COMPANY *hereinafter referred to as trustors, hereby transfer and convey unto* Ervin M. Entrekin, *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 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 8th *day of* July, *19*77

METROCENTER PROPERTIES

BY: PATHFINDER RESOURCES, INC.

FRANK R. KYLE, TREASURER

BY: R. C. MATHEWS, CONTRACTOR, INC.

ROBERT C. H. MATHEWS, JR., PRESIDENT

BY: ROBERT C. H. MATHEWS, JR.

DET DISTRIBUTING COMPANY

BY: Fred Dettwiller, President

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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.....Tennessee, this.....day of....., 19.....

.....*Notary Public*

Commission expires.....

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, Patty J Welch, *a Notary Public of the State and County aforesaid, personally appeared* Fred Dettwiller, *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* President *of the* DET DISTRIBUTING COMPANY, *the within named bargainor, a corporation, and that* he *as such* President, *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* President.

Witness my hand and seal, at office in Nashville, Tennessee
this 8th *day of* July, *19* 77

Patty J. Welch *Notary Public*

Commission expires January 29, 1978

PATTY J. WELCH NOTARY PUBLIC DAVIDSON COUNTY, TENN.

JUL 12 77	CONV	90,000.00		
JUL 12 77	CONV	90,000.00		
JUL 12 77	CONV	90,000.00		
JUL 12 77	CONV	30,000.00		
JUL 12 77	MORT'G	90,000.00		
JUL 12 77	MORT'G	90,000.00		
JUL 12 77	S'TAX		B* 780.00	
JUL 12 77	S'TAX		B* 178.00	
JUL 12 77	PR'FEE		B* .50	
JUL 12 77	W'DEED		B* 10.00	* 968.50

INSTALLMENT DEED

FROM

TO

E 13799

IDENTIFICATION REFERENCE

JUL 12 9 38 AM '77

FEE $ REGISTER
DAVIDSON COUNTY, TENN.

Chicago Title Insurance Company
First American Center — Phone 255-4631
NASHVILLE, TENNESSEE 37238

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned Notary Public for said County and State, personally appeared FRANK R. KYLE, with whom I am personally acquainted and who, upon oath, acknowledged himself to be the Treasurer of PATHFINDER RESOURCES, INCORPORATED, partner of METROCENTER PROPERTIES, the within bargainor, a Tennessee partnership, and who acknowledged himself to be authorized to execute the foregoing instrument as Treasurer of the said partner, and acknowledged that he as such Treasurer, executed the foregoing instrument on behalf of METROCENTER PROPERTIES, as the free act and deed of METROCENTER PROPERTIES, for the purposes therein contained by signing the name of said corporation on behalf of METROCENTER PROPERTIES, as partner, by himself as Treasurer.

WITNESS my hand and seal at office in Nashville, Tennessee, this 8th day of July, 1977.

Patty J. Welch
NOTARY PUBLIC

PATTY J. WELCH NOTARY PUBLIC DAVIDSON COUNTY

MY COMMISSION EXPIRES: January 29, 1978.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned Notary Public for said County and State, personally appeared ROBERT C. H. MATHEWS, JR., with whom I am personally acquainted and who, upon oath, acknowledged himself to be the President of R. C. MATHEWS, CONTRACTOR, INC., partner of METROCENTER PROPERTIES, the within bargainor, a Tennessee partnership, and who acknowledged himself to be authorized to execute the foregoing instrument as President of the said partner, and acknowledged that he as such President, executed the foregoing instrument on behalf of METROCENTER PROPERTIES, as the free act and deed of METROCENTER PROPERTIES, for the purposes therein contained by signing the name of said corporation on behalf of METROCENTER PROPERTIES, as partner, by himself as President.

WITNESS my hand and seal at office in Nashville, Tennessee, this 8th day of July, 1977.

Patty J. Welch
NOTARY PUBLIC

PATTY J. WELCH NOTARY PUBLIC DAVIDSON COUNTY

MY COMMISSION EXPIRES: January 29, 1978.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared R. C. H. MATHEWS, JR., with whom I am personally acquainted, and who, upon oath, acknowledged himself to be one of the partners of METROCENTER PROPERTIES, a partnership, the within named bargainor, and that he as such partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as partner.

WITNESS my hand and seal at office in Nashville, Tennessee, this 8th day of July, 1977.

Patty J. Welch
NOTARY PUBLIC

PATTY J. WELCH NOTARY PUBLIC DAVIDSON COUNTY

MY COMMISSION EXPIRES: January 29, 1978.