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Installment Deed

Ervin M. Entrekin, Attorney
26th Floor, First American Center
Nashville, Tennessee 37238

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
HERITAGE ENTERPRISES (NAME:)	SAME (NAME:)	94-16
182 Brenda Avenue (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	part of 40
Antioch, Tennessee 37013 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Ninety Thousand and No/100 ($90,000.00) ---------- *Dollars,*

of which Twenty-Two Thousand Five Hundred and No/100 ($22,500.00)--------- ---------- *Dollars, has been paid in cash,*

the receipt of which is hereby acknowledged, and for the remainder Sixty-Seven Thousand Five Hundred and No/100 ($67,500.00)---------- *Dollars,*

Heritage Enterprises, a partnership composed of Harold E. Bumbalough, Gary E. Foust, G. Bruce Britton and Robert M. Quinn has *executed* an Installment Deed Note of even date herewith in the sum of Sixty-Seven Thousand Five Hundred and No/100 ($67,500.00) Dollars payable in five (5) equal annual installments of $ 17,241.32 each, commencing November 8, 1978 and ending November 8, 1982, together with interest thereon at the rate of 8-3/4% per annum.

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, METROPOLITAN INDUSTRIAL PARK, INC., a Tennessee corporation, its successors and assigns,

have this day bargained and sold, and do hereby transfer and convey unto the said Heritage Enterprises, a partnership composed of Harold E. Bumalough, Gary E. Foust, G. Bruce Britton and Robert M. Quinn, its *(successors), heirs and assigns,*

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

Being a parcel of land in the Third Civil District of Davidson County, Tennessee, Being Lot No. 63 as shown on Metropolitan Industrial Park, Phase I, Section 54, as of record in Book 5190, page 30, Register's Office for Davidson County, Tennessee and being more particularly described as follows:

BEGINNING at a concrete monument in the northerly margin of Massman Drive located on the centerline of a 100-foot wide TVA Easement; thence, N 70° 46' W, passing a concrete monument at 379.56 feet, a total distance of 481.17 feet to the center of Mill Creek; thence, downstream with the center of Mill Creek, N. 49° 15' E, 328.47 feet to a point; thence continuing with said Creek, N 35° 02' E, 143.07 feet to a point; thence, leaving said Creek, S 49° 40' 17" E, passing a concrete monument at 64.41 feet, a total distance of 385.06 feet to a concrete monument in the northerly margin of Massman Drive; thence, in a southwesterly direction with a curve to the left having a central angle of 04° 43', a radius of 730.00 feet, 60.09 feet to a concrete monument; thence, along the margin of the same S 34° 46' W, 234.90 feet to the point of beginning, containing 3.49 acres, more or less.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater, for this transfer is $ 90,000.00

Affiant

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

Notary Public

My commission expires April 28, 1981

(Affix Seal)

LINDA P. LEDFORD NOTARY PUBLIC STATE OF TENNESSEE

Being part of the same property conveyed to Metropolitan Industrial Park, Inc., a Tennessee corporation by deed from Ervin M. Entrekin, Trustee of record in Book 5018, page 327, Register's Office for Davidson County, Tennessee.

The above described property is encumbered by a 50 foot wide TVA transmission line easement along the entire westerly line, a 20-30 foot Colonial Pipeline Easement through the westerly portion of the property, a 40 foot wide sanitary sewer easement across the northerly portion of the property, and an 80 foot wide public utilities and drainage easement along the entire northwesterly line.

This conveyance is subject to the minimum building setback lines and condition of owner's certificate as shown on the plan of record in Book 5109, page 30, Register's Office for Davidson County, Tennessee and to Restrictive covenants of record in Book 5241 page 777 Register's Office for Davidson County, Tennessee.

JAN 10 78	CONV	50,000.00			
JAN 10 78	MORT'G	37,500.00			
JAN 10 78	S'TAX		S*	234.00	
JAN 10 78	S'TAX		S*	35.50	
JAN 10 78	FR'FEE		S*	.50	
JAN 10 78	W'DEED		S*	8.00	* 300.00

This is unimproved ( ) improved ( ) property, known as Lot 63, Section 54, Metropolitan Industrial Park
(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 Heritage Enterprises, a partnership 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,*

It does *further covenant and bind* itself, its successors and assigns ~~his and their successors and assigns~~ *to warrant and forever defend the title to said real estate to said* Heritage Enterprises *(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 Heritage Enterprises, a partnership *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.

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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 8th *day of* November, *19* 77.

METROPOLITAN INDUSTRIAL PARK, INC.

BY: Robert C. H. Mathews, Jr., President

HERITAGE ENTERPRISES, a partnership composed of:

By: Harold E. Bumbalough
Harold E. Bumbalough

By: Gary E. Foust
Gary E. Foust

By: G. Bruce Britton
G. Bruce Britton

By: Robert M. Quinn
Robert M. Quinn

BY: Harold E. Bumbalough

E4556.

IDENTIF. REFERENCE

JAN 10 10 39 AM '78

FELIX Z. [illegible] REGISTER
DAVIDSON CO., TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Harold E. Bumbalough, Gary E. Foust, G. Bruce Britton partners of Heritage Enterprises,

*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* 8th *day of* November, *19* 77.

Patty J. Welch
Notary Public

PATTY J. WELCH NOTARY PUBLIC DAVIDSON COUNTY

Commission expires January 29, 1978

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STATE OF Tennessee }
COUNTY OF Davidson }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Harold E. Bumbalough, who signed the name of Robert M. Quinn *the within named bargainor, with whom I am personally acquainted, and who acknowledged that* he *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, Tennessee, *this* 8th *day of* November, *19* 77

Patty J. Welch *Notary Public*

Commission expires January 29, 1978

PATTY J. WELCH NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, the undersigned, *a Notary Public of the State and County aforesaid, personally appeared* Robert C. H. Mathews, Jr., *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* president *of the* Metropolitan Industrial Park, Inc., *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* November, *19* 77

Patty J. Welch *Notary Public*

Commission expires January 29, 1978

PATTY J. WELCH NOTARY PUBLIC DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM

METROPOLITAN INDUSTRIAL PARK, INC.

TO

HERITAGE ENTERPRISES, a partnership composed of Harol E. Bumbalough, Gary E. Foust, G. Bruce Britton and Robert M. Quinn

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