This instrument was prepared by [redacted], Attorney at Law
3815 Cleghorn Avenue, Nashville, TN 37215

Installment Deed

BOOK 5279 PAGE 878

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
Nashville Auto Auction, Inc.	Nashville Auto Auction, Inc.	Map 94
(NAME:)	(NAME:)	
1450 Lebanon Road	1450 Lebanon Road	Parcel Nos39 & 40
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, TN	Nashville, TN	
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of Two Hundred and Fifty Thousand and no/100---------- ----------($250,000.00)---------- Dollars, of which Fifty Thousand and no/100---------- ----------($50,000.00)---------- Dollars, has been paid in cash, the receipt of which is hereby acknowledged, and for the remainder Two Hundred Thousand and no/100---------- ----------($200,000.00)---------- Dollars,

Nashville Auto Auction, Inc. has executed its promissory note of even date herewith payable to Lee Ola Meadors in five (5) successive annual principal installments of Forty Thousand and no/100 Dollars ($40,000.00) each, plus interest on the unpaid balance at the rate of Eight and One-Half per cent (8½%) per annum, the first of said payments of principal and interest being due on May 1, 1979,

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, Lee Ola Meadors, a widow, hereinafter called Grantor, has ~~have~~ this day bargained, sold, and do hereby transfer and convey unto the said Nashville Auto Auction, Inc., hereinafter called Grantee, its (successors) ~~XXXX~~ and assigns, certain real estate in Davidson County, Tennessee, as follows:

SEE ATTACHED LEGAL DESCRIPTION

MAY-1 78	CONV	90,000.00	
MAY-1 78	CONV	90,000.00	
MAY-1 78	CONV	70,000.00	
MAY-1 78	MORT'G	90,000.00	
MAY-1 78	MORT'G	90,000.00	
MAY-1 78	MORT'G	20,000.00	
MAY-1 78	S'TAX		B* 50.00
MAY-1 78	S'TAX		B* 198.00
MAY-1 78	PR'FEE		B* .50
MAY-1 78	W'DEED		B* 6.00 * 851.50

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $ 250,000.00

Subscribed and sworn to before me, this the 1st day of May 19 78

Affiant

My commission expires My Commission Expires OCT. 1, 1979 (Affix Seal)

Notary Public

This is improved (X) property, known as 1450 Lebanon Road, Nashville, TN (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 Grantee, its (successors), ~~XXX~~ and assigns forever. I covenant that I am 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 easements of record and for 1978 taxes which have been prorated, I further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said real estate to said Grantee, its (successors), ~~XXX~~ 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 Nashville Auto Auction, Inc. hereinafter referred to as trustors, hereby transfer and convey unto Campbell Brown, 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 $ full, 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 Registers 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.

Witness our *hand* s *this* 1st *day of* May, 1978, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

NASHVILLE AUTO AUCTION, INC.

BY: Tom Beasley

TOM BEASLEY, PRESIDENT

LEE OLA MEADORS

Lee Ola Meadors

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, the undersigned, *a Notary Public in and for said County and State,* Lee Ola Meadors

the within named bargainor....., with whom I am personally acquainted, and who acknowledged that she *executed the within instrument for the purposes therein contained.*

Witness my hand and official seal at Nashville, *Tennessee, this* 1st *day of* May, *19* 78

My Commission Expires OCT. 1, 1979

Commission expires.....

Notary Public

ELIZABETH L. NOLAN 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* Tom Beasley *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* President *of the* Nashville Auto Auction, 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, TN, *this* 1st *day of* May, *19* 78.

My Commission Expires OCT. 1, 1979

Commission expires.....

Notary Public

ELIZABETH L. NOLAN NOTARY PUBLIC DAVIDSON COUNTY, TENN.

INSTALLMENT DEED

FROM LEE OLA MEADORS

TO NASHVILLE AUTO AUCTION, INC.

E 62839

IDENTIF. REFERENCE

MAY 1 3 53 PM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

Compliments of

Madison Title Company

Greenhills Office
Phone 298-2661 3815 Cleghorn Ave.
NASHVILLE, TENN. 37215

Representing

Chicago Title Insurance Company
CHICAGO, ILLINOIS

Two (2) Tracts of land in Davidson County, Tennessee, being known as Parcels Nos. 39 and 40 on Tax Map No. 94, and described as follows:

TRACT NO. 1 PARCEL NO. 39

Beginning on the northerly margin of the Lebanon Road at a point 350 feet west of the westerly margin of the right-of-way of the Lewisburg & Northern Railroad, said point being the southeast corner of the 5.12 acre tract conveyed to A. F. and A. M. by deed from Houston-McCord Realty Company of record in Book 613, page 460, Register's Office for said County; thence with the northerly margin of said road, south 78 degrees west 467 feet to the southeast corner of the property conveyed to L. A. Bowman by deed from M. D. Johnson, Trustee, of record in Book 1023, page 592, said Register's Office; thence with said Bowman's easterly line, north 2½ degrees east 800 feet to said Bowman's northeast corner; thence with his northerly line, south 78 degrees west 220 feet to a fence in the easterly line of the Campbell property; thence with said fence and Campbell's easterly line,north 2½ degrees east 1630 feet to a stone; thence with the line of an old stone fence, north 85½ degrees east crossing the right-of-way of said railroad, 695 feet to a post; thence with a fence south 3 degrees west crossing said right-of-way 2341 feet to the beginning, containing 30.43 acres, more or less, including but excluding therefrom the railroad right-of-way.

Being the same property conveyed to Dr. G. S. Meadors and wife, Lee Ola Meadors, by deed from Ida D. Taylor and Merl R. Eppse, individually and as Trustees, of record in Book 1261, page 348, Register's Office for said County. The said Dr. G. S. (George S.) Meadors being now deceased.

TRACT NO. 2 PARCEL NO. 40

Beginning on the northerly line of the right of way of the Greenwood Park car line, where the same is intersected by the west right of way of the Lewisburg Division of the Louisville and Nashville Railroad Company, said point being 56.6 feet westwardly along a radial line from a point in the center line, of the north bound main tract of said railroad; thence extending in a northerly direction with said west right of way line, parallel to and 56.6 feet westwardly from said center line of north bound main tract a distance of 1090 feet, more or less, to a point in the property line between the lands of the Houston-McCord Realty Company and the Trustees of the Grand Lodge of Tennessee of Ancient, free and accepted Masons; thence south 2 degrees 15 minutes west with said last named property line, a distance of 1120 feet, more or less, to a point in the north right of way line of the Greenwood Park car line; thence easterly along said line 350 feet, more or less, to the beginning, containing 5.12 acres, more or less.

Being the same property conveyed to George S. Meadors and wife, Lee Ola Meadors, by deed from Emma L. Noble of record in Book 1341, page 5, said Register's Office. The said George S. (G.S.) Meadors being now deceased.