Prepared by Mitchell Bennett, 501 Union Bldg

Installment Deed

Mail to Grantee

BOOK 5323 PAGE 424

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Horrell Realty & Investment Company		118-12-53
3030 Sidco Drive (STREET ADDRESS OR ROUTE NUMBER)	(NAME:) Same (STREET ADDRESS)	
Nashville, Tennessee (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of -

Two Hundred Thousand ($200,000.00) - - - - - - - - - - - - - - - - - *Dollars,*

of which Twenty Five Thousand ($25,000.00) Dollars has been paid by the grantees by installing a new roof on the premises in accordance with an option agreement dated April 1, 1977, the payment of ~~Dollars~~ Two Thousand Two Hundred Sixty Two and 14/100 ($2,262.14) Dollars, *the receipt of which is hereby acknowledged,* ~~xxxxxxxxxxxxxx~~ of both the assumption by the grantees of a deed of trust of record in Book 4002, page 106, R.O.D.C., executed by Leon Beard, et al to Herschel Greer, Trustee, to secure to Guaranty Mortgage Company ~~Dollars~~ of Nashville the payment of a note dated March 9, 1966 in the principal amount of $120,000.00, of which $62,737.86 remains due and payable as specified therein as of this date, and for the remainder the grantees have executed an installment deed note of even date providing ~~xxxxxxxxxx~~ for the payment of $110,000.00 plus interest at the rate of 8% per annum in 240 monthly installments as follows: namely, on the 1st day of August, 1978 the sum of $921.00 and thereafter a like amount on the 1st day of each succeeding month with the remaining balance of said principal and interest in the sum of $921.00 being due on the 1st day of July, 1998, said payments to be applied first to the payment of interest at 8% per annum on the principal sum or so much as shall from time to time remain unpaid, and the balance to be applied to the payment of the principal sum until the entire amount, both principal and interest, has been paid in full,

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, Leon Neel Beard, Jr., Individually and as trustee under the will of Leon Beard, Sr., and Ruth Beard, beneficiary of Trust A of the will of Leon Beard, Sr.

have this day bargained and sold, and do hereby transfer and convey unto the said Henry Horrell, Fred Horrell, and Steve Horrell, d/b/a Horrell Realty and Investment Company, their *(successors), heirs and assigns,*

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

BEING Lots Nos. 84 and 85 on the Plan of Sidco, Section III, as of record in Book 2663, Page 41, Register's Office for said county.

Said Lots Nos. 84 and 85 adjoin and front together 211.88 feet on the westerly side of Foster Creighton Drive, and run back between parallel lines, 210 feet to the centerline of a private easement shown on said plan, measuring 211.88 feet thereon.

BEING property vested in Leon Beard, 9/10 interest by deeds of record in Book 3372, page 177 and Book 4364, page 213, R.O.D.C. and L. Neel Beard, Jr. 1/10 interest by deed of record in Book 4364, page 213, R.O.D.C. Leon Beard having since died, leaving a 1/2 interest of his 9/10 interest to Leon Neel Beard, Jr. as Trustee in Trust under Trust A and leaving the other 1/2 interest of his 9/10 interest to Leon Neel Beard, Trustee under Trust B under will of record in Will Book 112, page 593, Probate Court, Davidson County, Tennessee.

This property is also conveyed subject to:
(a) Easements and restrictions of record
(b) Deed of Trust assumed herein
(c) Lease between J. E. Crain and others, Lessors, and the Boise Cascade Corp., Lessee, as of record in Book 4001, page 548, R.O.D.C.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $200,000.00

Affiant

Subscribed and sworn to before me, this the 10th day of August 1978.

Notary Public

My commission expires: _____ (Affix Seal)

(d) Terms and conditions of a lease between J. E. Crain, et al, Lessors, and Cumberland Storage and Warehouse Co., Inc., Lessee, as of record in Book 4002, Page 110, R.O.D.C.

(e) Assignment of rents and leases under both of the above leases to Guaranty Mortgage Company as set out in Book 4002, Page 110, R.O.D.C.

(f) Reservation in the deed from U.S.A. to DeWitt Carter, Trustee of Record in Book 2152, page 347, R.O.D.C. as to all fissionable materials as described and set forth in said deed.

AUG 10 78	CONV	*	.00	200,000.00	
AUG 10 78	MORT'G	*	.00	110,000.00	
AUG 10 78	S'TAX		B*	520.00	
AUG 10 78	S'TAX		B*	108.00	
AUG 10 78	PR'FEE		B*	.50	
AUG 10 78	W'DEED		B*	8.00	* 636.50

This is (unimproved ( ) improved (X)) property, known as 2917 Foster Creighton Dr., Nashville, Tennessee
(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 Leon Neel Beard, Jr. and Ruth Beard their *(successors), heirs and assigns forever. covenant that* they 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.* excepting for 1978 taxes, a lien on the property although not yet due and payable, which are to be prorated and assumed by the grantees and items a - f enumerated here tofore subject to which the property is being conveyed

and *further covenant and bind* their successors, *heirs and representatives, to warrant and forever defend the title to said real estate to said* Henry Horrell, Fred Horrell and Steve Horrell, d/b/a Horrell Realty and Investment Company, 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 Henry Horrell, Fred Horrell, and Steve Horrell, d/b/a Horrell Realty and Investment Company *hereinafter referred to as trustors, hereby transfer and convey unto* H. Michael Bennett, *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 $ 200,000.00, *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 4th *day of* August, *19*

Leon Neel Beard Jr.
Leon Neel Beard, Jr.

Ruth Beard
Ruth Beard

Henry Horrell
Henry Horrell

Fred Horrell
Fred Horrell

Steve Horrell
Steve Horrell

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Personally appeared before me, Steve Horrell, *a Notary Public in and for said County and State,* Leon Neel Beard, Jr. and Ruth Beard

the within named bargainors, 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* 9th *day of* August, *19*78

Steve Horrell
Notary Public

STEVE HORRELL NOTARY PUBLIC DAVIDSON TENN.

Commission expires May 24, 1980

STATE OF Tennessee }
COUNTY OF Davidson }

Personally appeared before me, Patricia S. McDonald, *a Notary Public in and for said County and State,* Fred Horrell, Henry Horrell, + Steve Horrell

the within named bargainor S., 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 Nashville, Tennessee
this 9th *day of* August, 1978

Patricia S. McDonald *Notary Public*

Commission expires January 19, 1981

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 corporation by* .....*self as* .....

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

.....*Notary Public*

Commission expires .....

INSTALLMENT DEED

FROM

Leon Neel Beard, Jr., and
Ruth Beard

TO

Henry Horrell, Fred Horrell, and Steve Horrell, d/b/a Horrell Realty & Investment Co.

E 82077

IDENTIF. REFERENCE

AUG 10 11 48 AM '78
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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